



Ramsey County Regional Railroad Authority.
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Regional Railroad Authority Meeting

**Immediately following the County Board meeting and/or 1:30 p.m.
(ORDER OF MEETINGS IS SUBJECT TO CHANGE):**

- Board Workshop: *Discussion of Medical RFP* - Room 220 Court House, Large Conference Room
- Housing and Redevelopment Authority (HRA) – Third Floor Council Chambers
- Regional Railroad Authority – Third Floor Council Chambers

AGENDA

1. * Approve minutes from May 20, 2003 RCRRA meeting
2. * Approve recommendation from LOCATE relating to the continuation of the study of feasibility of moving Postal Service operations from downtown St. Paul to the Twin Cities Army Ammunition Plant site.
3. Legislative update
4. Central Corridor update
5. Burlington Northern Rail Corridor Acquisition
6. Agreement with Hennepin County for Acquisition of Burlington Northern Rail Corridor
7. * Approve extension of contract with Himle Horner, Inc. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment

(continued on back)



8. * Approve extension of contract with URS, Corp. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment

* Action is requested

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on Tuesday, May 20, 2003, in Council Chambers Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Victoria Reinhardt
Commissioner Susan Haigh
Commissioner Janice Rettman
Commissioner Jan Wiessner

MEMBERS ABSENT: Commissioner Jim McDonough

OTHERS PRESENT: Steve Morris, Alicia Vap, Kris Longhenry, Paul Kirkwold, Kathy DeSpiegelaere, Dave MacMillan, Julie Kleinschmidt, Bobbie Crancer

Chair Ortega called the meeting to order at 10:50 a.m.

1. Approve minutes from May 6, 2003 RCRRA meeting

Motion made by Commissioner Bennett, seconded by Commissioner Haigh to approve the minutes from the May 15, 2003 RCRRA meeting.

Commissioner Reinhardt suggested amending the minutes of May 6, 2003 under the "Legislative Update" item to reflect Commissioner Bennett's request to add "for transit and transportation" to the end of the last paragraph in the resolution. She noted that the minutes currently state "and transportation". This was agreed upon.

Roll call vote was taken on the amended minutes:

Ayes – 6, Nays – 0
Motion accepted.

2. Legislative Update

John Choi provided an update of four issues: Central Corridor, North Star Corridor, Hiawatha operating costs issue, and the abolishment of the Regional Railroad Authorities. He stated that the legislature has gone into special session; conference committees should be concluded by end of day Wednesday. He noted that the transportation funding bill and the bonding bill are both still undecided. John commented that the Central Corridor will not be funded in the transportation bill, but may still receive some funds (\$1 million) from the bonding bill. He commented that regarding Hiawatha operating costs, a compromise has been made whereby the State funds 50 percent, and local share match of 50 percent comes from Hennepin County and the City of Minneapolis. John added that regarding Regional Railroad Authority abolishment, the House relinquished its position and the language is not likely to pass.

Chair Ortega asked about Northstar. John Choi replied it is his opinion that the bonding bill will not be large enough to include funding for Northstar, but there may be other opportunities with other bills and amendments. Chair Ortega summarized the transit operating cost discussion by stating that the RCRRA feels it is a State function like all the other modes, and if it ever came down to property tax at the local level, the RCRRA cannot support it. John suggested what will pass is the 50 percent local share for either Minneapolis or the Hennepin County Regional Railroad Authority.

Commissioner Haigh reported on the LOCATE Task Force meeting held Monday May 19 and noted that Congresswoman McCollum attended, along with representatives from Senator Dayton's and Senator Coleman's offices. She stated that the issue had to do with the congressional delegation's discussion regarding the Twin Cities Army Ammunitions Plant (TCAAP) site feasibility study for the Post Office, and following a presentation by Congresswoman McCollum and staff, the Task Force passed a motion supporting continuing to look at the TCAAP site as a site for relocation of the Post Office. She noted that the motion passed with 12 yes votes, 3 no votes, and 2 abstentions. She commented that the motion will come back to the RCRRA. She added that the issue may include site concerns, Arden Hills concerns, yet the first issue is whether the site would work for the Post Office.

Commissioner Rettman said the Post Master General had stated on the radio that the Post Office was not going to move from the Union Depot. She asked if there was discussion about that statement. Commissioner Haigh said the issue had to do with conflicting positions between members of the MN Congressional delegation as to the direction to the Post Master. Commissioner Bennett stated the disagreement was between Arden Hills and the Post Office. He commented that there was no determination yesterday that the study shouldn't go on. He feels the LOCATE Task Force is concerned with the Union Depot, not with where the Post Office goes. He added that Arden Hills should be involved in the discussion, and maintain their local control. Chair Ortega noted that local control goes both ways and must be respected, and that this is a regional issue; we must first see what the feasibility study says. Commissioner Bennett agreed that the focus on regional aspects is critical; the Post Office processing facility handles mail for one-third of the state of Wisconsin and one-half of Minnesota.

Commissioner Haigh mentioned the discussion at LOCATE involved the need to work with Arden Hills. Commissioner Bennett noted the regional aspect is especially important given the possibility of high-speed rail terminating in Union Depot.

Chair Ortega adjourned the meeting at 11:15 a.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Longhenry
Authorized Signature

5/27/03
Date

Board Action Requested

Approve recommendation from LOCATE relating to continuation of study of feasibility of moving Postal Service operations from downtown St. Paul to the Twin Cities Army Ammunition Plant site.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Letter from David Block, Chair of LOCATE
3. Information from Senator Coleman and Congresswoman Betty McCollum

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenry
Signature

May 29, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, Ramsey County Regional Railroad Authority has an interest in implementation of Union Depot as a multimodal transit hub; and

WHEREAS, The use of the concourse associated with Union Depot by the United States Postal Service precludes the use of Union Depot as a multimodal transit hub; and

WHEREAS, Ramsey County Regional Railroad Authority supports the relocation of United States Postal Service operations currently being handled at the Union Depot concourse; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority supports the recommendation of LOCATE that the study by the United States Postal Service to determine if moving postal operations to the Twin City Army Ammunition Plant is feasible should be completed.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary

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LOCATE Task Force

50 West Kellogg Blvd, Suite 665 ♦ Saint Paul, MN 55102
Ph: (651) 266-2762 ♦ Fax: (651) 266-2761

May 21, 2003

Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority
220 Ramsey County Court House
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102

Dear Chair Ortega,

The LOCATE Task Force, at its meeting on May 19, 2003, approved the following motion:

LOCATE Task Force supports the continuation of the United States Postal Service relocation study to Arden Hills Twin City Army Ammunition Plant (TCAAP).

The vote on the motion was 12 in favor, 3 opposed and 2 abstentions.

I would be happy to provide information to the Ramsey County Regional Railroad Authority about the committee's discussion upon your request.

Sincerely,



David J. Block, Chair

CC: Ramsey County Regional Railroad Authority Commissioners
LOCATE members
Congresswoman Betty McCollum
Senator Norm Coleman
Senator Mark Dayton

OPINION

PRO/CON



Bernard H. Ridder Jr.
Chairman Emeritus
1916-2002

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■ Viewpoints should be no more than 750 words. Writers must demonstrate a greater knowledge of their topic than is required of letter writers.

Should postal facility be n

YES: Existing river site has better uses

BY RAFAEL ORTEGA
Guest Columnist

It has long been a problem in transit planning that we break into factions based on the city we come from or the mode of transit we support. This can result in a set of fragmented systems which really do not serve anyone well or, if the groups are distrustful enough, in gridlock in the Legislature and on our streets.

We on the Ramsey County Rail Authority have consistently looked for solutions that benefit not just one city, but also the region as a whole. We look forward to connecting the people of the Twin Cities to high speed rail from Chicago, commuter rail on existing train lines from the south through Hastings and Cottage Grove, and from the north from Hinckley through Forest Lake to St. Paul, and all connected by more attractive, effective transit from downtown St. Paul to downtown Minneapolis and to the Hiawatha light rail line.

A linchpin of this plan is a multi-modal transit hub in downtown St. Paul. The LOCATE Committee — the committee of business people, elected officials and representatives of every transit corridor that would converge at this location — has identified the Union Depot as the preferred site for this hub.

The 12-acre St. Paul Post Office Process and Distribution Center between the depot and the river is a big obstacle to any change in this area as it needs a significant number of acres to relocate to a 21st century facility somewhere else.

The Twin Cities Army Ammunition Plant site in Arden Hills, which the U.S. Army has determined is no longer essential to its mission, is the only site in Ramsey County large enough to accommodate such a facility. Also, as federal property, it does not contribute to the tax-base of Ramsey County, any municipality or school district. Thus, the potential use of 82-acres by the U.S. Postal Service would have no negative impact on anyone's tax base.

A new postal processing center could not only house the St. Paul postal center, but also the Minneapolis center as well as three other metro postal facilities. The Post Office could build a more efficient, secure building on land that is not currently on the tax rolls while opening up St. Paul and Minneapolis for development opportunities. It seems clear that we should at least support the post office considering this option. Ramsey County is already building a joint vehicle maintenance center with the National Guard there.

The TCAAP site does contain contamination and will require cleaning up. To

clean up 82 acres for the post office would cost only a fraction of what it would cost for other kinds of development.

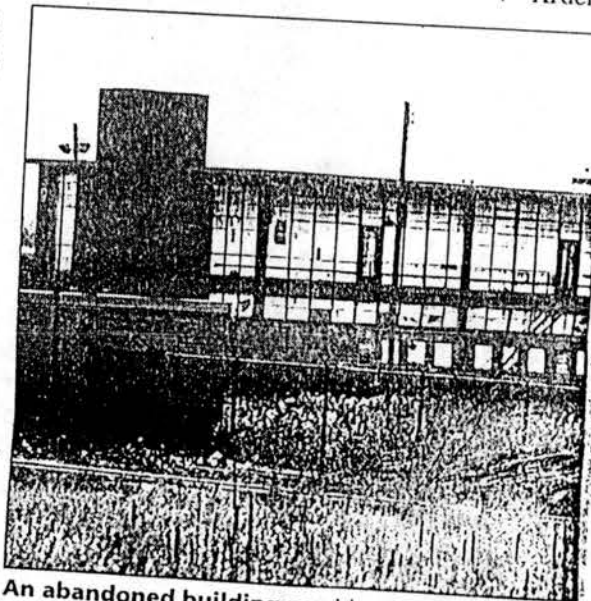
Arden Hills would have 535 acres to develop and the more than 1,500 employees working at the postal plant who could provide Arden Hills' commercial and residential developments with needed customers and potential residents. I believe that these developments could be mutually beneficial in these tough economic times.

Redeveloping the St. Paul riverfront was a centerpiece of Norm Coleman's work as mayor in the '90s and continues to be crucial to the city's health today. The Ramsey County Rail Authority, Mayor Randy Kelly, the St. Paul Riverfront Corp., the Lowertown Redevelopment Corp. and U.S. Rep. Betty McCollum have all been dedicated to transforming St. Paul's riverfront. We must make sure that it remains a strong economic engine for the region.

There is enough land for Arden Hills and the U.S. Post Office, enough development possibilities for St. Paul and there is enough leadership to make this work. We don't need to draw lines in the sand. We have to work together.

For the economic vitality of the metro region, for better transit, and to insure the safe and efficient handling of mail delivered to the Twin Cities area for the next century, I strongly support the Postal Service looking at the TCAAP site for relocation. We can't afford to throw this possibility away.

Ortega (e-mail: rafael.e.ortega@co.ramsey.mn.us) is a member of the Ramsey County Board and the county's regional rail authority.



An abandoned building provides the feeling of a ghost town at the Twin Cities Army Ammunition Plant in Arden Hills.

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LETTERS TO THE EDITOR

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PRO/CON

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NO: It doesn't fit community's vision

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nalBY BEVERLY APLIKOWSKI
Guest Columnist

Why does the City of Arden Hills oppose the construction of a new regional postal distribution center on the site of the old Twin Cities Army Ammunition Plant?

While redevelopment of the riverfront in St. Paul would be an asset to the City of St. Paul and perhaps to the broader state community, the solution being proposed includes consolidating the St. Paul, Minneapolis and regional postal distribution facilities at one site in Arden Hills. To remove one incompatible use from St. Paul and place that incompatible use in Arden Hills is not a satisfactory solution.

Arden Hills is concerned because we also have a very large natural asset that has a long history of federal involvement.

Beginning in 1942, the federal government secured 2,400 acres from local farmers and citizens for the purpose of building a munitions complex to provide ammunition for World War II. This land represents 38 percent of the area of Arden Hills.

Today the Minnesota National Guard still trains on over half of the property and a significant portion is fenced to protect the public from the contamination that 50 years of ammunition production left behind.

In 1994 the U.S. Army first indicated that TCAAP no longer served a useful purpose and contemplated releasing the property from federal control. That is when the late U.S. Rep. Bruce Vento formed a TCAAP Reutilization Committee to begin a visioning process for the redevelopment, anticipating a time when Arden Hills would see the TCAAP area

returned to the city.

The committee was made up of residents from Arden Hills and the surrounding communities, city officials, the state Department of Natural Resources, Ramsey County, organized labor and the state. The city of Arden Hills also formed a 14-member task force to consider redevelopment plans.

The two groups came up with an overall vision for the property that called for preserving over half of the area — including Marsden Marsh — as a large open space area. The vision also included a government center, a civic campus, a joint city-county National Guard public works facility, two residential communities, and two or more commercial-light industrial areas. It was a balanced vision that would allow the commercial areas to provide a solid tax base for the residential areas.

The proposed location of a large regional postal distribution center at this site would drastically change the vision of the Vento framework plan and override Arden Hills' dreams of an integrated community where people and work, live and enjoy the open space.

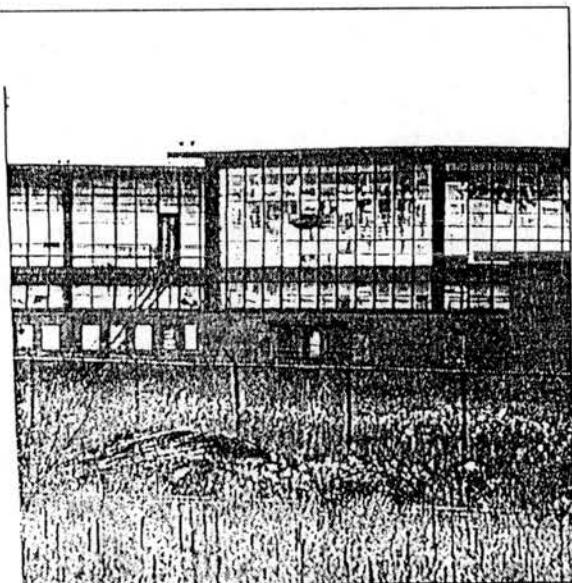
What kind of a town center can be built around a large trucking facility? What kind of outdoor experience can one have next to a large trucking facility that generates hundreds of truck trips a day? And what kind of effect would it have on the sensitive wildlife found on the site?

Also, a tax-exempt federal entity would jeopardize the ability for the remaining acres to be cleaned up to a responsible standard approved by the Minnesota Pollution Control Agency, the EPA, and other state agencies. The Army's plan for cleanup would only allow uses consistent with same use activities — ammunition production. Arden Hills wants to see the contaminated areas cleaned up to levels that allow the Vento plan to be realized.

We understand that for St. Paul, the Mississippi River is its "crown jewel." For Arden Hills, TCAAP is its "jewel." The direction for redevelopment of TCAAP should not come from Washington. The local residents and local elected officials of Arden Hills should be the ones to determine the outcome.

We have the opportunity to create something spectacular for generations to come and enjoy. As Sen. Norm Coleman recently stated, while he favors the relocation of the postal service facility from the St. Paul riverfront, he strongly opposes the idea that the federal government has the right to unilaterally determine what is appropriate or not appropriate for the residents of Arden Hills.

Aplikowski (e-mail: Aplikowski@aol.com) is mayor of Arden Hills.



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Press Release of Senator Coleman

COLEMAN TO HOST MEETING CONCERNING FUTURE OF SAINT PAUL POSTAL FACILITY

**Will oppose efforts to place USPS facility in Arden Hills unless approved
by City Officials**

Contact: Tom Steward

Thursday, May 8, 2003

WASHINGTON, D.C.- In a meeting at his office in Washington, D.C., next week, United States Senator Norm Coleman will urge Postmaster General John E. Potter and other representatives of the United States Postal Service and Director of Planning and Economic Development Martha Fuller and other representatives from Saint Paul City government to take action and finalize plans to relocate the downtown Post Office. As mayor of St. Paul, Coleman aggressively pursued relocating the USPS off of valuable Saint Paul riverfront property during his tenure as Mayor. The time has come for a strong commitment from the USPS to affirmatively commit to relocating the existing facility.

"The City of Saint Paul has the opportunity to transform the riverfront in Lowertown, and create an entirely new level of economic growth and jobs," said Coleman. "As a former Mayor, I understand the urgency of local officials to get moving on a specific plan to remove the postal facility and its operations from that site."

According to Coleman's Office, the decision to bring the Postmaster General to the table is in part a response to the opposition of Arden Hills officials to a proposal that would force the USPS to be located on approximately 60 acres of the former Twin Cities Arden Hills Munitions Plant. Arden Hills officials object to the possibility that the USPS, which would not generate local property taxes, would potentially disrupt their long term housing and economic development plans.

"I completely respect the right of local communities and officials to determine the destiny of major parcels of property for their City," said Coleman. "The federal government cannot, and should not, unilaterally determine what is appropriate or not appropriate development in the City of Arden Hills. I've communicated to City officials that I will oppose any effort to relocate the USPS to the property if it does not receive their approval for development of this land."

Bill Harper, Chief of Staff
Office of Congresswoman Betty McCollum
1029 Longworth HOB
Washington, DC 20515
(202) 225-6631
(202) 225-1968/fax

Statement by Congresswoman Betty McCollum
May 9, 2003

Redeveloping St. Paul's Riverfront and Twin Cities Army Arsenal Plant in Arden Hills

"I am pleased Sen. Coleman will be joining me in my efforts to work with the U.S. Postal Service (USPS) to relocate the St. Paul Process and Distribution Center in order to allow for the re-development of St. Paul's Union Depot and the Mississippi riverfront. Since every Minnesota family and business depends on quality mail service, I support the USPS exploring all acceptable sites, including the TCAAP site in Arden Hills, as a relocation option that will bring maximum benefit to postal customers and taxpayers.

TCAAP is polluted federal property and we need to protect the health and safety of families first in any reuse scenario. The existing federal transfer process protects our families and taxpayers while legally allowing Ramsey County, Arden Hills, the USPS and our entire East Metro area to benefit from redeveloping this polluted site. Any efforts to undermine this federal process will have the potential to jeopardize reuse of the site."

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TwinCities.com

Posted on Fri, May. 09, 2003

PIONEER PRESS

Coleman agrees with Arden Hills on postal site

BY CYNTHIA BOYD

Pioneer Press

Sen. Norm Coleman has taken the side of Arden Hills city officials who oppose plans to build a U.S. Postal Service processing and distribution center at the former Twin Cities Army Ammunition Plant.

Coleman's stance puts him at odds with 4th District Rep. Betty McCollum, a Democrat who has backed the consolidation of postal facilities on 82 acres at the massive Arden Hills site.

Coleman, a first-term Republican, has also urged U.S. postal authorities to move the existing St. Paul Post Office from the downtown riverfront, an action supported by McCollum and one Coleman advocated while mayor of St. Paul.

The ammunition plant property is the largest undeveloped tract in Ramsey County. The Army has declared the land surplus and is in the process of returning portions of it to civilian control. Developers, environmentalists, recreational sports leagues and municipal officials all want a piece of the land, portions of which are on the federal Superfund list of polluted sites.

Coleman opposes a postal facility there because it goes against the city's wishes. The senator backs "local control," said Erich Mische, state director of Coleman's Minnesota office.

"I completely respect the right of local communities and officials to determine the destiny of major parcels of property for their city," Coleman said.

Coleman is calling together Postmaster General John E. Potter, city officials and others next week at his Washington, D.C., office to discuss the possible relocation of the post office.

An operational analysis of postal needs in the Twin Cities region is being conducted by U.S. postal authorities. That report is due this summer.

The postal service recently indicated interest in a portion of the Arden Hills land bought by the Army in 1941 and used to produce ammunition for every war from World War II to Vietnam. It would provide the post office with the space to centralize and expand services. The Army's land divestiture process gives the postal service first dibs on the land — before the city or other developers could purchase it.

But Arden Hills officials passed a resolution last week opposing the postal center. The city wants the land to go for housing and economic development and be returned to the tax rolls.

Arden Hills Mayor Bev Aplikowski called Coleman's support a "positive move for us. There must be a better place for the post office."

The ammunition plant site "is polluted federal property and we need to protect the health and safety of families first in any reuse scenario," McCollum said in a prepared statement.

The Army's efforts to clean the site are ongoing.

St. Paul officials support the proposal to move the post office from the city's riverfront. The move would free the land for other economic development, said Martha Fuller, St. Paul's director of Planning and Economic Development.

Fuller, who will attend the D.C. meeting, said St. Paul city officials would "love" to keep the post office inside the city limits at a different location, but the city does not appear to have the open acreage the Postal Service requires.

Mische said many communities would "love to have a post office in their community. Right now the real question is:

What do we have to do to move the post office?"

Cynthia Boyd covers Arden Hills, Falcon Heights, Lauderdale, Mounds View, New Brighton and Shoreview. She can be reached at cboyd@pioneerpress.com or (651) 228-2116.

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Posted on Sat, May. 10, 2003

PIONEER PRESS

ARDEN HILLS: Coleman agrees with city on postal siteBY CYNTHIA BOYD
Pioneer Press

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Cynthia Boyd covers Arden Hills, Eden Prairie, Leanderdale, Minnetonka, New Brighton and Champlin. She can

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Coleman: St. Paul postal center unlikely to move to Arden Hills

Tom Ford

Star Tribune Washington Bureau Correspondent
Published 05/16/2003

WASHINGTON, D.C. -- Following a meeting Thursday with U.S. Postmaster General John Potter, Sen. Norm Coleman, R-Minn., said he believes the Postal Service will no longer seek to move its facility on downtown St. Paul's riverfront to a large tract of undeveloped land in Arden Hills.

The proposed plan -- which could consolidate several Twin Cities' postal operations into a regional mail center on the site of a former Army ammunition plant -- still has the support of Rep. Betty McCollum, D-Minn.

But Arden Hills city leaders have balked at the move, saying that the center would essentially be a busy truck terminal and would disrupt their hopes to see houses and retail businesses built on the land.

"It's in [the Postal Service's] interest not to be looking at that as an option," said Coleman, who opposes the plan because of the local objections.

McCollum has insisted that the entire region would benefit from the plan and that it still would allow the city to claim a large amount of new taxable land.

"This is a once-in-a-lifetime opportunity," said Josh Straka, McCollum's spokesman. "There really is no other option [for moving the St. Paul facility]."

St. Paul officials and developers have long wanted to move the downtown mail-sorting center off the riverfront. They view it as the last stumbling block to bringing in new businesses and transforming the nearby Union Depot into a transportation hub.

"I'm hoping there is another option for the Postal Service," said Arden Hills Mayor Beverly Apliokowski, though she added that the ammunition plant land "is not ours."

The Postal Service is expected to complete a study this summer that examines whether to utilize the Arden Hills site and whether to combine the metro postal centers.

Sen. Mark Dayton, D-Minn., who also attended the meeting, could not be reached for comment.

Tom Ford is at tford@mcclatchydc.com.

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TwinCities.com

Posted on Fri, May. 16, 2003

PIONEER PRESS

ARDEN HILLS: St. Paul postal center still needs new siteBY TOM WEBB
Pioneer Press

A proposal to move St. Paul's downtown postal processing center to Arden Hills is dead, U.S. Sen. Norm Coleman said Thursday after a meeting in Washington with the U.S. postmaster general.

But Coleman, R-Minn., and other Minnesota lawmakers remain hopeful that a less-controversial site for the center can be found so the St. Paul's postal facility can be removed from the downtown riverfront, opening the way for redevelopment of the area near the Union Depot.

"The Arden Hills piece will be off the table," Coleman said, following a meeting involving U.S. Sen. Mark Dayton, D-Minn., St. Paul Mayor Randy Kelly, Postmaster General Jack Potter, and aides to U.S. Rep. Betty McCollum, D-St. Paul.

Coleman added, "There's certainly no question in my mind that if the local community doesn't want to do this development, it's not going to happen."

Arden Hills officials have strongly objected to proposals to build a large regional mail-processing facility on part of the old Twin Cities Army Ammunition Plant site.

McCollum and St. Paul chamber officials have favored the idea, touting it as a "once-in-a-lifetime opportunity" to free up a prime piece of downtown riverfront property, save on land-acquisition costs and make use of a more efficient site.

McCollum aides fear that if the Arden Hills site is blocked, the opportunity will be lost. "Unfortunately, all previous efforts to get the postal service off the riverfront have failed," said McCollum spokesman Josh Straka.

"This is the option. This is the only option."

The U.S. Postal Service is studying the costs and benefits of moving its regional mail-processing facilities, including those in downtown St. Paul and downtown Minneapolis. After the meeting Thursday, postal officials released a statement:

"Although the present St. Paul facility is adequate for our needs, we are responding to the requests of elected officials by exploring alternative locations, for a more modern facility that would improve overall operational efficiency."

Kelly joined the meeting via telephone, as did Erich Mische, Coleman's state director.

Kelly was said to have zeroed in on a second issue: the depot's deteriorating concourse, which is owned and controlled by the Postal Service.

"The mayor made a specific request ... that if the city could somehow get control of that concourse, they could move ahead with the development," Coleman said.

they could move ahead with the development, Coleman said.

The postmaster general wasn't aware of the concourse issues, Coleman said afterward, but indicated "they would certainly be open to some discussion."

Given the possible price tag of any postal relocation, "this still remains a daunting task," Coleman said. But he and the others vowed to work for a solution.

Officials in Arden Hills, meanwhile, were hopeful upon hearing about the meeting. They want housing, commercial development and green space on the old arsenal grounds, not "a giant truck terminal," as one city official called it.

"That's certainly welcome news if it's true," said Gregg Larson, a City Council member in Arden Hills.

"Our City Council has been unanimous in its opposition to putting the postal facility there."

Tom Webb can be reached at (202) 383-6049, or at twebb@krwashington.com.

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<http://www.twincities.com>

12

Twin Cities Army Ammunition Plant (TCAAP) Comments and Concerns

"On TCAAP, the contaminants in the soils include *volatile organic compounds (VOCs) including the solvent compounds in the regional area ground water, metals, polychlorinated biphenyls (PCB), benzene, toluene, xylene, semivolatiles, explosives, propellants, phenol, pesticides, oil, dioxins, cyanide, and unknown compounds*. The first Federal Facility Agreement in the nation, signed in 1987, now guides the currently active removal and interim remedial actions to mitigate serious health risks, investigations and final cleanup decisions of a hydrogeologically, sociologically and administratively complex site with the largest known Superfund database."

Minnesota Pollution Control Agency, 2001 Superfund List

"Residential developers must clean the land to residential standards because the Army will clean it only to industrial standards. There had been 14 Superfund sites on the property."

*St. Paul Pioneer Press
January 18, 2003*

"Is it in fact economically viable for the City of Arden Hills to meet the elevated clean-up standards required to eliminate all health and safety risks for families and children at TCAAP?"

*Rep. Betty McCollum Letter to Arden Hills Mayor Beverly Aplikowski
February 11, 2003*

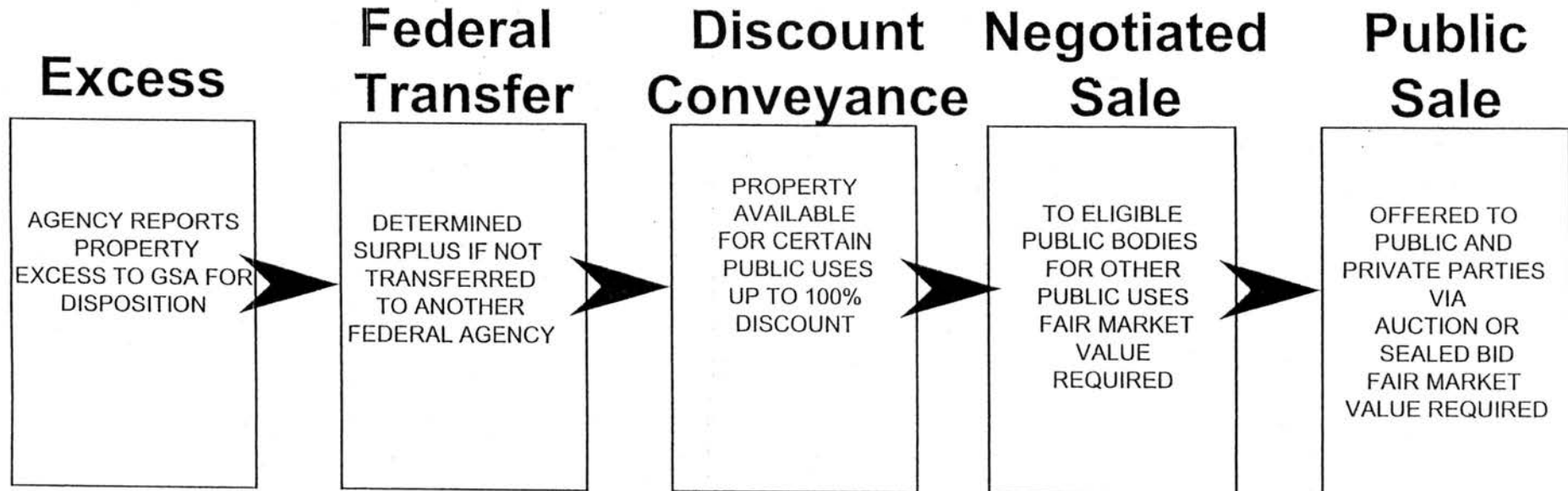
"We have one of the most attractive and environmentally sensitive pieces of land in the metro area."

*Arden Hills Council Member Gregg Larson, St. Paul Pioneer Press
January 18, 2003*

"The pristine nature of this property does not fit with a high traffic, diesel-laden operation."

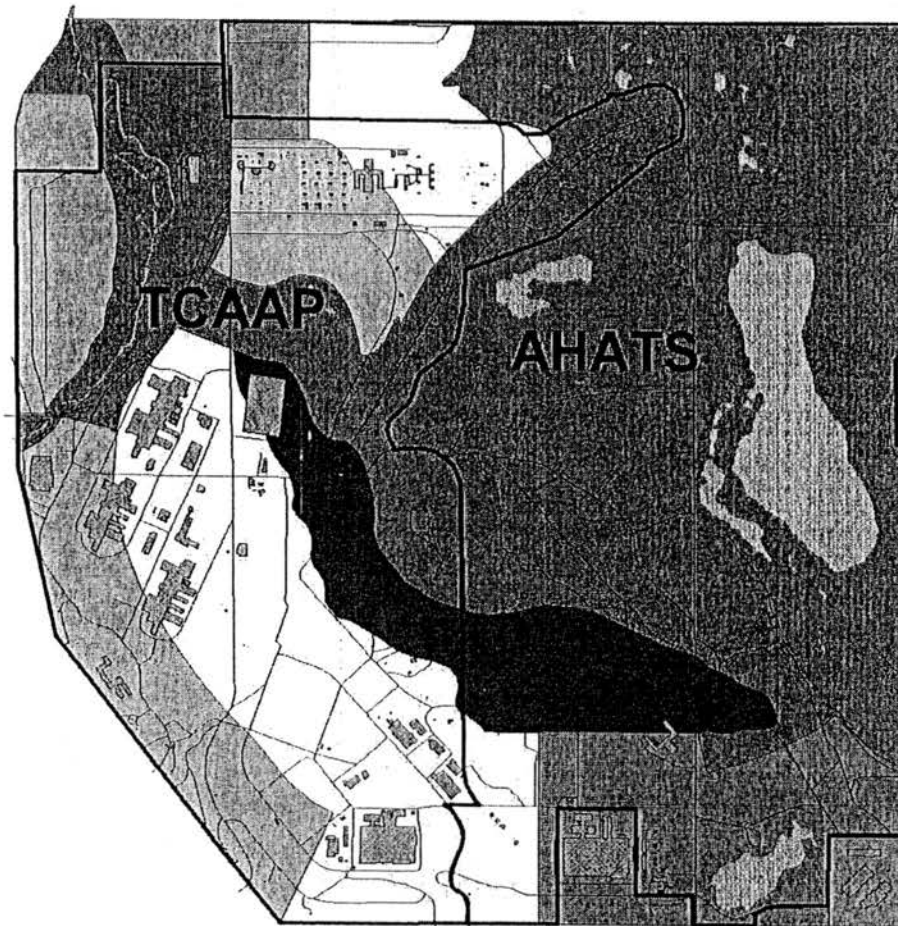
*MN Sen. Mady Reiter, Letter to Rep. Betty McCollum
January 22, 2003*

Disposal Process



AIRPORT
CORRECTIONAL
EDUCATION
HISTORIC
HOMELESS
LAW ENFORCEMENT/
EMERGENCY MANAGEMENT
PARK & RECREATION
PUBLIC HEALTH
SELF HELP HOUSING
WILDLIFE CONSERVATION

The Vento Plan



- | | |
|---|--|
|  Government Center |  Residential |
|  Institutional |  Active or Passive Recreation |
|  Joint Community Athletic Fields |  Commercial/Office Industrial |
|  Open Space Preserve | |

TCAAP Property		Acres
Total Title X Report -- Army Excess Real Estate		774
National Guard Land (1,561)		1245
National Guard -- Phase II Transfer		276
National Guard/Ramsey County Joint Maintenance Facility		40
Right of way; Arden Hills City Hall		35
TOTAL TCAAP ACREAGE		2370
Rice Creek (Ramsey County)		113
Wildlife Corridor (MN Department of Natural Resources)		49
Postal Facility (US Postal Service)		36-82
Economic Development with USPS Facility (City of Arden Hills)		576-530
<i>Economic Development (City of Arden Hills without USPS Project)</i>		612
Total Acreage Scheduled for Transfer from Army to Community		774

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USPS Operational Feasibility Analysis of TCAAP Comments and Concerns

"Commercial, office and industrial development opportunities exist on the property which will benefit the surrounding communities and the larger metropolitan area. . . provide at least 200 acres for the redevelopment of office, commercial, and/or industrial uses adjacent to Interstate 35W, U.S. Highway 10, and State Highway 96."

"The Vento Plan" – TCAAP Reutilization Committee Recommendations, 1996

"We look forward to participating, in a cooperative and coordinated fashion, with the other interested parties in this process [operational feasibility analysis], including the City of Saint Paul, the City of Minneapolis, Ramsey County and the City of Arden Hills."

Sylvester Black, USPS Vice President Western Area Operations Letter to Rep.

Betty McCollum

April 3, 2003

"USPS will be exploring the potential viability of TCAAP for a new facility. They have made no commitments other than examining the site over the upcoming months. Similarly, the City of Arden Hills will explore the viability of a comprehensive environmental clean-up to all allow for potential residential development that will meet all health and safety standards. At this moment in time, neither outcome should be dismissed nor should either outcome be assumed."

Rep. Betty McCollum Letter to Arden Hills Mayor Beverly Aplikowski

February 11, 2003

"Sen. Norm Coleman has taken the side of Arden Hills city officials who oppose plans to build a U.S. Postal Service processing and distribution center at the former Twin Cities Army Ammunition Plant..."

"The senator backs 'local control,' said Eric Mische."

"Mische said many communities would 'love to have a post office in their community. Right now the real question is: What do we have to do to move the post office?"

St. Paul Pioneer Press

May 9, 2003

SYLVESTER BLACK
VICE PRESIDENT, WESTERN AREA OPERATIONS



April 3, 2003

Congresswoman Betty McCollum
United States House of Representatives
1029 Longworth House Office Building
Washington, DC 20515-0001

Dear Congresswoman McCollum:

As we recently discussed, the United States Postal Service (USPS) has commenced an operational feasibility analysis of a portion of the Twin Cities Army Ammunition Plant (TCAAP) site in Arden Hills, MN, with particular attention to be paid to those factors related to a proposed long term use of that site. I have assigned to members of my staff, as a matter of the highest priority, the responsibility of developing an operational and facilities planning concept for the TCAAP location by July of this year. The USPS is cognizant of the longstanding interest, expressed by a number of entities, both municipal and regional, in relocating the Saint Paul Processing and Distribution Center (P&DC) from its riverfront location adjacent to the Union Depot. The USPS is equally cognizant of its own constitutionally mandated responsibility to provide universal postal service to the residents of the Twin Cities area, and the consequent need to establish with certainty an acceptable operational alternative to the present facility on Kellogg Boulevard as a prerequisite to any such relocation. Recently, a protracted series of discussions conducted over a two year period with the City of Saint Paul proved inconclusive because this issue was not successfully addressed.

In light of this recent experience, the USPS is especially appreciative of your role in facilitating a process which clearly acknowledges the importance of addressing the USPS's service mission. We look forward to participating, in a cooperative and coordinated fashion, with the other interested parties to this process, including the City of Saint Paul, the City of Minneapolis, Ramsey County and the City of Arden Hills. We propose to stay in close touch with you and other interested members of Minnesota's congressional delegation over the next several months as our analysis progresses. At the appropriate time, I would be happy to participate in a site visit and additional discussions regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sylvester Black", written over a circular postmark or stamp.

Sylvester Black

cc: Senator Mark Dayton
Senator Norman Coleman
Congressman Olav Sabo
Congressman James Oberstar

1745 Stout Street, Suite 1000
Denver CO 80202-5000
303-313-5100
Fax: 303-313-5102

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhenry
Authorized Signature

5/27/03
Date

Board Action Requested

Legislative update

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Mark J. Jones 5/28/03
Bill MacIntyre

Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenry
Signature

May 29, 2003

Date



Congresswoman Betty McCollum

Minnesota's 4th District

1029 Longworth House Office Building
Washington, DC 20515
(202) 225-6631
(202) 225-1968/fax

165 Western Avenue North, Suite 17
St. Paul, MN 55102
(651) 224-9191
(651) 224-3056/fax

www.house.gov/mccollum

To: Kathy DeSpiegelacre From: Betty McCollum
Fax: 26te - 27101 Date: June 2, 2003
Phone: _____ Pages: 5
Re: USPS CC: _____
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Attached are the letter I received from the United States Postal Service last week and copies of the letters sent out by Senator Mark Dayton.

Sincerely,

Betty McCollum

Member of Congress

05/30/03 12:53 FAX 2022684977

USPS GOVT RELATIONS

002

PATRICK R. DONOHUE
CHIEF OPERATING OFFICER
AND EXECUTIVE VICE PRESIDENT



May 30, 2003

The Honorable Betty McCollum
House of Representatives
Washington, DC 20515-2304

Dear Congresswoman McCollum:

This is to advise you, Senators Mark Dayton and Norm Coleman, and St. Paul Mayor Randy Kelly of the status of the potential relocation of the U.S. Postal Service's (USPS) St. Paul Processing and Distribution facility. For more than three years the USPS has been asked to consider the relocation of our St. Paul facility from its 13 acre riverfront site on Kellogg Boulevard. The property's strategic location adjacent to the Union Depot, and its considerable developmental potential, ensure that it will continue to fuel significant interest, both locally and regionally. The obvious impediments to such relocation remain the same today as they did three years ago—the identification of a viable alternative site and a source of funding sufficient to support both the land acquisition and the construction of a new facility. In March 2000 the USPS partnered with City of St. Paul officials in an attempt to identify appropriate alternative locations for our St. Paul facility. Over a two year period, the USPS in conjunction with City of St. Paul officials and the St. Paul Port Authority, engaged in an intensive site search process within a preferred area furnished by the USPS. Regrettably, this effort did not yield a solution. It did, however, establish the fundamental incompatibility of a train station use while the USPS's processing and distribution functions remain at this location.

In October 2002 the General Services Administration (GSA), in conformance with its obligations under the federal screening process, advised the USPS of its role in the disposition of the Twin Cities Army Ammunition Plant (TCAAP) property located in Arden Hills. At that time it solicited the USPS for an expression of interest in the site. The USPS confirmed its interest based upon the following considerations: 1) the TCAAP property possesses attributes suitable for the site of a processing and distribution facility, given its proximity to major highway systems; 2) its size provides the potential to consolidate a number of postal facility operations, offering the USPS a unique ability to enhance the efficiency of its operations and service within the region served; 3) the property has been under federal ownership for over sixty years; 4) there exists a long-established mechanism for transfer under the federal screening process; and 5) after a considerable collective effort on the part of the city and the USPS extending over three years, it remains the only alternative site identified. On this basis, the USPS has advised the GSA that it is committed to completing a detailed feasibility study of the property by the end of July.

Consistent with its position throughout this process, the USPS remains open to the consideration of alternative sites. Recently, it has been indicated that there may be suitably situated communities with an interest in providing an appropriate site. We ask that these be provided to us as expeditiously as possible, so that they can be integrated into the current study, and provide the framework for a comprehensive set of alternatives that can be judged alongside the TCAAP property.

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-0000
www.usps.com

05/30/03 12:53 FAX 2022684977

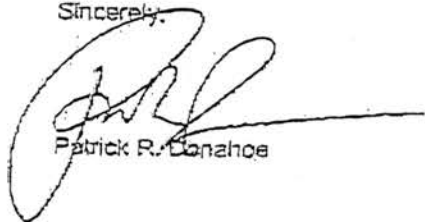
USPS GOVT RELATIONS

003

- 2 -

After the present study is concluded, we look forward to a continuation of the existing dialogue on this issue in the cooperative spirit that has distinguished our previous discussions. The USPS looks to you to fashion a consensus of opinion on the future direction of this process. It is clear that the possibilities inherent in our Kellogg Boulevard site will continue to foster excitement, but as Mayor Kelly himself has acknowledged in his most recent correspondence to the USPS "...before we can move those efforts ahead, the Postal Service must have a viable option for relocation of the regional processing functions currently being performed in the downtown Saint Paul location."

Sincerely,


Patrick R. Danahoe



United States Senate
WASHINGTON, D. C.

MARK DAYTON
MINNESOTA

May 30, 2003

The Honorable Beverly Aplikowski
Mayor of Arden Hills
1443 Bussard Court
Arden Hills, Minnesota 55112

Dear Mayor Aplikowski:

I have learned that a member of my staff recently attended a Ramsey County LOCATE Task Force meeting and, without my knowledge or authorization, voted on whether or not the United States Postal Service's Arden Hills Site Study should continue. Two weeks ago, I met with the Postmaster General at a meeting in Washington, D.C., convened by my colleague, Senator Norm Coleman. Unfortunately, since I was immersed in offering an amendment to the legislation before the Senate that afternoon, I was able to attend only briefly.

I agree with the view, which Senator Coleman expressed at the Washington meeting, that if a development project is strongly opposed by local elected officials, who are representing the majority views of their constituents, it is unwise and unrealistic for anyone to attempt to force such a development project on that community. Furthermore, during the year in which I have been working with Arden Hills and Ramsey County officials, Congresswoman Betty McCollum, and the late Senator Paul Wellstone, I had always understood that a private development project (or projects) would be an important component in the overall plan. After I was able to bring the U.S. Army and the Minnesota National Guard together at a meeting which led to a resolution satisfactory to them and to the other involved parties, I believed that this complicated realignment of that valuable property had been finalized. I was surprised and concerned when, thereafter, the United States Postal Service entered the picture and placed a "hold" on the site intended for private development.

I fully understand the City of Arden Hills' desire to add this project to its property-tax rolls, and I share your desire to get all facets of the overall project underway, so that their benefits can be realized.

Therefore, I have sent the enclosed letter to the Postmaster General, in which I ask him to withdraw the Postal Service from consideration of the Arden Hills site. I also urge him to conclude this matter as quickly as possible, so that the site can be used for the purposes which your City believes best serve your present and future residents.

If I can be of assistance to you on this or any other matter, please do not hesitate to contact me.

My best regards,

Sincerely,

Mark Dayton
United States Senator

Enclosure

cc: The Honorable Norm Coleman, United States Senator
The Honorable Betty McCollum, Member of Congress



United States Senate
WASHINGTON, D. C.

MARK DAYTON
MINNESOTA

May 30, 2003

The Honorable John E. Potter
Postmaster General
United States Postal Service
475 L'Enfant Plaza, S.W.
Washington, D.C. 20260-0010

Dear Mr. Postmaster General:

Thank you for coming to the Capitol recently to meet with Senator Coleman and myself. I regret that I was immersed in offering an amendment to the legislation before the Senate that afternoon and, thus, could attend only very briefly.

I concur with the view, which I heard expressed at that meeting by my colleague, Senator Coleman, that a large-scale project such as the U.S. Postal Service would envision, if it is strongly opposed by local elected leaders and a majority of residents, is inevitably doomed to failure. Thus, in my view, it would be most unwise for the Postal Service to continue to consider the Arden Hills, Minnesota, site for its possible future use.

As I expressed that afternoon, I am also concerned about the incompatibility between the Postal Service's timetable to evaluate a future consolidation of operations, decide upon a course of action, locate and secure a site, obtain funding, and finally begin construction, and the City of Arden Hills' legitimate desire for their site to be developed, put to beneficial use, and paying property taxes much sooner. Therefore, if it is your desire to consolidate your present operations in the Minneapolis-Saint Paul area, I urge you to consider other sites, which could better accommodate your prospective timetable. I also urge you or your designees to meet very early in that process with the Mayors and City Council Members of Minneapolis and Saint Paul, Hennepin and Ramsey County Commissioners, and the leaders of any other affected cities and counties, so that all concerned can understand your intentions and have opportunities to respond to them. I would be delighted to convene such a meeting in Minnesota, whenever it would be timely. If you prefer to do so under your own auspices, I ask to be notified of, and included in, such a meeting.

My best regards.

Sincerely,

Mark Dayton
United States Senator

cc: The Honorable Norm Coleman, United States Senator
The Honorable Betty McCollum, Member of Congress
The Honorable Beverly Aplikowski, Mayor of Arden Hills

Posted on Tue, Jun. 03, 2003

Dayton opposes post office on arsenal site

BY TOM WEBB and CYNTHIA BOYD
Pioneer Press

The last hope has collapsed for relocating St. Paul's riverfront postal facility to a site in Arden Hills, officials said Monday, prompting some bitterness about whether it also dashes hopes for a larger redevelopment of Union Depot.

U.S. Sen. Mark Dayton, D-Minn., has rejected any move to Arden Hills, joining opponents Sen. Norm Coleman, R-Minn., and suburban officials.

Faced with such strong opposition, St. Paul boosters felt Monday that their dream of opening St. Paul's riverfront to new uses has died.

"I'm looking around wondering, who's taking care of St. Paul?" asked Dick Zehring, a local business executive and leader in the redevelopment effort. "For some reason, the interests of Arden Hills ... far outweigh the long-term economic health and public transportation viability of the city of St. Paul. And that has been a great, great disappointment to me."

Yet both Dayton and Coleman believe that the broader vision remains possible — moving the postal facility; freeing up the 17-acre riverfront site to redevelopment, reviving the Lowertown area around Union Depot; and possibly establishing a transit hub at the old train station. The downtown post office could still be moved, they believe, just not to the old Army ammunition site Arden Hills.

"I'm confident there will be other sites," Dayton said. He's puzzled why St. Paul officials feel that Arden Hills site is the only one "they were going to consider without looking at what else is out there. It's a strange way of pursuing that type of project."

But that's not how it looked to St. Paul officials, who have tried for years to find the magic combination that would make the grand redevelopment plan work. A spokesman for U.S. Rep. Betty McCollum, DFL-St. Paul, reflected their unhappiness Monday about seeing years of work collapse.

"We're shocked that Senators Dayton and Coleman do not support the position of Ramsey County, the city of St. Paul, the Locate Task Force, the St. Paul Chamber of Commerce and other community members across the region who have a vision for a redeveloped Union Depot, that brings transit interests together, to benefit the entire region," said McCollum's spokesman, Josh Straka.

Coleman has hinted that there may be another site for the postal mail-sorting facility, but if so, it's news to McCollum's office. Either way, U.S. Postal Service officials would like to know — or else they don't see much point in studying a relocation.

Dayton has drafted a letter to Arden Hills Mayor Bev Aplikowski, asking the U.S. postmaster general to withdraw from considering the Arden Hills site. Dayton said he agrees with Coleman that if Arden Hills is "strongly opposed" to having a large postal facility in the city "it is unwise and unrealistic for anyone to attempt to force such a development project on that community."

Aplikowski had not yet seen the letter Monday but was pleased to hear that Dayton, too, is behind the city's efforts to keep the Postal Service from developing 82 acres of the former arsenal land.

"It's sounding very good to me," she said.



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JOHN J. CHOI
Attorney at Law
Direct Dial (612) 337-9208
Email: jchoi@kennedy-graven.com

To: Ramsey County Regional Railroad Authority

From: John Choi
Kennedy & Graven, Chartered

Re: 2003 Legislative Summary

Date: June 3, 2003

This year, the Minnesota Legislature was faced with a historic \$4.2 billion dollar projected deficit for the biennium starting July 1, 2003. Legislators struggled over how to address the projected budget deficit and did not complete their work by the May 19th Constitutional deadline. Governor Tim Pawlenty immediately called for a Special Session. The Special Session finally adjourned on May 29, 2003.

The hasty passage of the final budget bills in Special Session was perhaps the clearest indication of the frustration that many legislators faced in trying to find an acceptable outcome this year. The 2003 Session will be remembered for the deep cuts in many state programs - including transit funding. In truth, nearly every segment of the state budget was significantly cut.

With regard to the overall transportation package enacted, the legislature passed the largest infusion of transportation funding in recent history. Minnesota will see a total of \$800 million to \$900 million in new transportation dollars through \$400 million in state bonding paid for by \$37 million per year from administrative savings from the Minnesota Department of Transportation. This money will leverage an additional \$400-\$500 million in advanced federal transportation funding. This type of investment, however, was not made for transit funding.

SUPPORTED ITEMS

The Ramsey County Regional Railroad Authority ("RCRRA") had a very active and busy legislative session. Major changes were made to Transportation/Transit Policy and Funding in Minnesota. Transit funding and policy issues did not fare well across the board during this past session. Specifically, the RCRRA actively lobbied on a number of important public policy issues, which are summarized below.

1. Funding for the Central Corridor.

After the Governor unallotted \$2.625M of unspent funds dedicated for the Central Corridor, RCRRA responded by requesting funds in three different bills in order to maximize our chances of replacement funding. RCRRA made significant progress by getting a \$2.5M appropriation in the Senate Transportation Funding Bill and a \$1M appropriation in the Senate Bonding Bill. Unfortunately, RCRRA was not able to hold onto either provision once the final negotiations were taken over by Senate and House leadership. According to Senator Cohen, who was a part of the final budget negotiations, House leadership would not acquiesce to funding the Central Corridor this year.

2. Funding for the Rush Line Corridor

Significant progress was made on the Rush Line Corridor this year. RCRRA is poised to be included in both the Senate and House bonding bills next year, which is the regular bonding session. During this past session, RCRRA gained the support of key Republican legislators along the corridor (e.g., Reps. Doug Meslow, Pete Nelson and Ray Vanderveer) and the strong support of Senators along the corridor. RCRRA should submit a formal bonding request with the Minnesota Department of Finance this summer and continue to develop support from legislators along the corridor.

3. Funding for Specific Metropolitan Transitways Development Board Projects (Northstar Commuter Rail, Red Rock Corridor and Cedar Avenue Transitway).

In addition to the Central Corridor and Rush Line funding requests, RCRRA also supported the efforts of the MTDB on their specific bonding requests.

Funding for the Northstar Corridor was the MTDB's highest priority this year. Although the Northstar Corridor was not funded this year in the bonding bill, lobbyists for the MTDB claim that the Governor will include funding for the Northstar Corridor in his bonding recommendations to be submitted to the Legislature next year.

Bills to fund the Cedar Avenue Transitway and the Red Rock Corridor were introduced and heard and will be considered for possible inclusion in the 2004 Bonding Bill.

4. Hiawatha Corridor Operating Cost Allocation.

The cost of operating the Hiawatha Line after operating revenue and federal funds will be funded with 50% from the State of Minnesota and 50% from the Hennepin County Regional Railroad Authority ("HCRRA") using any of the following sources: (1) general tax revenues of Hennepin County, (2) HCRRA's reserves and/or (3) the taxing authority of HCRRA. The 50% local share to be paid by HCRRA is capped at \$2.8M for fiscal year 2004 and \$3.9M for fiscal year 2005. In addition, HCRRA will have approval authority over the operation and management of the Hiawatha line.

5. Abolishment of Regional Railroad Authorities

A bill to abolish regional railroad authorities was proposed by Rep. Phil Krinkie and Senator Mady Reiter. The bill was included in the House Transportation Funding Bill. RCRRA took a position in opposition to the bill. The bill did not make it to final passage. The Senate would not allow this provision to pass.

6. Funding for Temporary Park and Ride Facilities During I35/694 Re-Construction.

RCRRA worked with Senator Mady Reiter on this issue. After consultation with MnDOT and the Metropolitan Council, RCRRA determined it was neither advisable to seek funding at this time nor propose a repeal of the current prohibition on using MnDOT highway dollars for establishing temporary bus service and constructing temporary park and ride shelters in highway reconstruction areas. The current prohibition on the use of such funds is set to expire on June 30th. RCRRA will continue to work with Senator Reiter, MnDOT and Met Council to establish temporary bus service and constructing temporary park and ride shelters when reconstruction of I35/694 is set to begin.

MONITORED ITEMS

In addition, the RCRRA monitored transit issues at the Minnesota Legislature. The following is a summary of some of the significant issues that passed in the final bills that may be of interest to RCRRA.

1. 35W Bus Rapid Transit Study.

Directs MnDOT to study the feasibility of a bus rapid transit system on I-35W between Minneapolis and Lakeville. Requires creation of an advisory committee representing neighborhoods, employers, transit riders and transit providers. Requires the study to include analysis of costs and benefits of implementing a system that includes frequent operation of buses, bus platforms that facilitate fare collection, stations located near the exclusive right-of-way, traffic management improvements on I-35W, and connections with existing transit. Requires the study to recommend implementation options, and costs and benefits of each option. Requires a report to legislative policy and finance committees by December 10, 2004.

2. Hiawatha LRT RFP.

Requires the metropolitan council to prepare a request for proposals to operate the Hiawatha light rail line. Requires the request to invite proposals from in-state and out-of-state vendors, including the councils transit operations division. Requires the administration department, in consultation with the Hennepin county regional rail authority, to evaluate the proposals. Requires the council to consider the evaluations of the administration department in determining whether to issue a contract and to whom. Requires the council, if it decides to use a private vendor, to select the vendor by December 1, 2003.

3. Southwest Transitway LRT Prohibition.

Prohibits MnDOT, the metropolitan council, and the Hennepin county regional rail authority from taking action or spending money on engineering, design, or construction of light rail or commuter rail in the southwest transitway corridor between Minneapolis and Eden Prairie. Effective until July 1, 2005.

4. Northstar Rail Study.

Directs MnDOT, in conjunction with Northstar corridor development authority, to convene a work group to further study feasibility of the Northstar commuter rail line. Requires updating of ridership forecast based on new census data. Directs the work group to seek updated information from the BNSF railroad on issue related to commuter rail. Requires a report on the work group's findings to legislative committees by January 15, 2004. Prohibits payments to outside consultants related to the work group's assignments.

5. Northwest Busway.

The Legislature appropriated \$1M in the bonding bill to continue work on the Northwest Busway. This appropriation was intended to make up for the \$20M of funds frozen by the Governor.

6. HOV Lanes and Fees

MnDOT may allow HOV lanes to be used by single occupant vehicles for a fee. Revenues from this fee will be first used to pay for implementing the fee collection system. Any remaining money must be used for transportation improvements along the corridor (50%) and to the Metropolitan Council for expanded bus service within the corridor (50%).

CONCLUSION

Advocating for transit funding is no easy task. Major projects like the Central Corridor and Northstar will take time and resources. Although the specific transit projects supported by RCRRA did not fare well this year, I believe that significant progress has been made and can continue. Next year, the legislature will pass a larger bonding bill as a part of their normal bonding cycle. Many of RCRRA's projects will be "in line" for inclusion in the bonding bill as a result of the work that was done in 2002 and during this past legislative session.

4

DISCUSSION ONLY

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date _____

Request Justification

Information on Central Corridor status will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenny
Signature

Signature _____

May 29, 2003

Date _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

5/28/03
Date

Board Action Requested

Burlington Northern Rail Corridor
Acquisition in Roseville

DISCUSSION ONLY

Request Justification

See attached information:

1. Memorandum from Kathryn DeSpiegelaere
2. Map of Rail Corridor Acquisition
3. Resolution R99-29
4. Memorandum from Dave MacMillan
5. Burlington Northern Purchase Agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

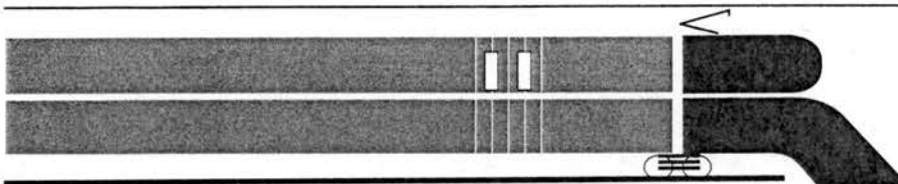
June 3, 2003

Board Date

Kristine A. Longhenry
Signature

May 29, 2003

Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Burlington Northern Rail Corridor Acquisition Acquisition in Roseville

Date: May 29, 2003

The Burlington Northern Santa Fe (BNSF) railroad has abandoned an approximately two-mile section of their railroad from Broadway Avenue in Minneapolis to Walnut Street in Roseville (Map, Attachment A). You previously authorized staff in cooperation with Hennepin County Regional Railroad Authority (HCRRA) to negotiate with BNSF and to return to RCRRA with a purchase agreement for approval once negotiations have concluded (Resolution R99-29, Attachment B).

The HCRRA has been negotiating on behalf of the Ramsey County Regional Railroad Authority (RCRRA) to acquire this section of abandoned rail corridor. HCRRA has offered BNSF \$1 million for the purchase of this two-mile corridor, with HCRRA paying \$850,000 and RCRRA paying \$150,000. BNSF has agreed to the \$1 million purchase price provided their purchase contract language was used in the purchase agreement; these terms have been accepted. HCRRA and RCRRA are also receiving State Railbank funds in the amount of \$225,000 for the acquisition. RCRRA will receive 15% of the railbank funds, and possibly more up to 50% of the purchase price.

Two appraisals were conducted for the length of the two-mile rail corridor, one by HCRRA and one by BNSF. The following is information from the two appraisals:

Appraisal Information for Both Counties

	<u>BNSF</u>	<u>HCRRA</u>
Total square feet	603,400 sq ft	585,907 sq ft
Total acres	13.85 acres	13.46 acres
Mileage	2.01 miles	1.932 miles
Total market value	\$1,765,000	\$770,000

Appraisal Information by County

	<u>BNSF</u>	<u>HCRRA</u>
<u>Hennepin County</u>		
Total square feet	533,400	516,900
Total acres	12.24	11.86
Percent of Total Area	88%	88%
Market value	\$1,485,000	\$649,200

<u>Ramsey County</u>	<u>BNSF</u>	<u>HCRRA</u>
Total square feet	70, 000	69,007
Total acres	1.6	1.58
Percent of Total Area	12%	12%
Market value	\$280,000	\$120,800

The BNSF appraisal was performed by Bettendorf Rohrer Knoche Wall while the HCRRA appraisal was performed by Shenehon Company.

Part of the Ramsey County purchase contains a 30 foot easement for the construction, maintenance, and removal of railroad tracks, and the operation of railroad trains on these tracks and this 30 foot easement. The Ramsey County portion is 100 feet in width; the 30 foot easement is 15 feet on either side of the railroad track centerline for the length of the right of way, 700 feet. There is a provision in the purchase agreement that if Ramsey County would like to implement future transportation uses on the easement section, Ramsey County RRA can relocate the tracks at its own expense as long as it doesn't interfere with the railroad's freight railroad operations. While this is not the most advantageous position to be in, there still remains 70 feet of right of way (35 on either side of the railroad bed) that could be used for transportation purposes.

The RCRRA share of the purchase will be funded from existing designated Northeast Corridor Right-of-Way funds.

Also for your review is a memorandum from David MacMillan, Ramsey County attorney representing RCRRA, summarizing the main points from the purchase agreement for the property between BNSF and HCRRA, as well as the purchase agreement (Attachment C).

Recommendation:

No action is being requested at this time. Approval for the purchase will be requested at the June 10, 2003, meeting of Ramsey County Regional Railroad Authority.

Attachments

EAST MINNEAPOLIS, MINNESOTA TRACKAGE

DOCKET AB-6
SUB NO. 381X
EXHIBIT A

MILEPOST 2.43

MILEPOST 0.00

MINNEAPOLIS

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 14, 1999 No: R99-29

WHEREAS, Ramsey County Regional Railroad Authority has authorized its staff to negotiate with Burlington Northern for purchase of right of way that includes a section in Roseville because of its transit potential; and

WHEREAS, Hennepin and Ramsey County Regional Railroad Authorities have had discussions with Burlington Northern about the purchase; Now, Therefore, Be It

RESOLVED, That staff of Ramsey County Regional Railroad Authority is authorized to continue purchase negotiations; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to seek State Rail Bank funds from the Minnesota Department of Transportation for half of the purchase price; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority indicates its general support for funding its proportional share of the right of way subject to approval of a purchase agreement with Burlington Northern Railroad.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	<u>X</u>	___	___
Dino Guerin	<u>X</u>	___	___
Susan M. Haigh	<u>X</u>	___	___
Rafael E. Ortega	<u>X</u>	___	___
Victoria Reinhardt	<u>X</u>	___	___
Janice Rettman	<u>X</u>	___	___
Jan Wiessner	<u>X</u>	___	___

Tony Bennett, Chairman

By: 
Rafael E. Ortega, Secretary

MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David F. MacMillan
Assistant County Attorney
(651) 266-3121

DATE: May 28, 2003

RE: RCRRA-HCRRRA JOINT PURCHASE OF BNSF
NORTHEAST DIAGONAL

BACKGROUND

The Burlington-Northern and Santa Fe Railroad (the BNSF) has offered to sell to the Ramsey County and Hennepin County Regional Railroad Authorities a segment of abandoned rail corridor approximately 8,750 feet in length and lying in the cities of Minneapolis, St. Anthony, and Roseville. The majority of this corridor, approximately 7,750 feet, is in Hennepin County, but a segment 1,000 feet long south of Ramsey County Road C and lying between the Hennepin-Ramsey County boundary on the west and Walnut Street on the east lies in Roseville.

The Hennepin County Regional Railroad Authority (HCRRRA) has undertaken a lead role in negotiating a purchase agreement with the BNSF, and has concluded its negotiations. The purchase agreement is between the HCRRRA and BNSF, but contains an assignment of the Ramsey County portion of the line to the RCRRA; the RCRRA agreement will thus not be with BNSF, but with HCRRRA.

DISCUSSION

The HCRRRA-BNSF agreement (copy attached) is substantially the standard BNSF purchase agreement. As such, it is highly favorable to the BNSF and contains a number of provisions which

are less than favorable to the regional railroad authorities, and of which you should be aware, as follows:

1. The purchase price for the entire line is One Million Dollars (\$1,000,000). Of this, the RCRRA portion will be \$150,000.00.
2. The BNSF will convey all of its title by quit claim deed, which is standard, but subject to the following reservations:
 - (a) BNSF will reserve the right to continue to operate and maintain all existing driveways, roads, utilities, tracks, wires, fiber optic lines, and easements of any kind whatsoever, whether owned, operated, used, or maintained by BNSF, its licensees, or other third parties and whether or not of record.

A walking survey of the Ramsey County portion does not show any visible roads, driveways, utilities, wires, or other uses of the property, which might be reserved by BNSF, except as discussed in the retained easement section below. Hennepin County has conducted some title work (we have requested an ownership and encumbrance report on the Ramsey County portion, which should be available by this meeting), which suggests that the existing licenses are all on its portion of the line. The difficulty with this section of the purchase agreement lies in the area of uses of the property which cannot be seen by inspection, such as underground facilities like fiber optic, cable, and in the fact that unrecorded interests may affect the property. We have no reasonable way to ascertain the existence of such unrecorded interests.

At such time as it is decided to construct rail transit on the line, the RCRRA, however, can acquire all outstanding rights by eminent domain, if needed. Such acquisition would, naturally, be an additional cost, but at least there is not an insurmountable possibility that an unrecorded interest holder could permanently prevent use of the property.

- (b) Of most concern to RCRRA is that the BNSF will retain an easement over what appears to be the middle 30 feet of the 100 feet wide corridor, in Ramsey County, over which it will continue the right to operate trains. The BNSF has evidently an agreement with the Minnesota Commercial Railroad to use this section of their line for switching/backing up purposes. It is not used frequently, and there remains two 35 feet wide strips on either side of the BNSF retained easement, which the RCRRA can use for its purposes..

The BNSF has also agreed that it will retain the easement only for rail purposes, and if it abandons such purpose their retained easement will expire and the line will no longer be subject to the easement. However, unlike the other licenses/interest described herein, regional railroad authorities cannot acquire operating rail lines by eminent domain.

Finally, BNSF has agreed that it will move its retained tracks, if required by the RCRRA, but at RCRRA's expense to accommodate rail use of the corridor by the RCRRA.

3. The line has not been subject to a complete land survey, so at present it is unknown if there are any encroachments on the railroad's property. From visual inspection, however, it appears that there are no significant encroachments, which would affect construction or operation of the line for rail purposes.
4. Title issues, if any, will not be corrected by the BNSF. This, too, is BNSF's standard language about which it will not usually negotiate. The BNSF asserts the position that a Buyer will only get what title BNSF has, and the BNSF will not warrant that it has good title.
5. Environmental issues are also problematic for Buyers. As usual, the BNSF, when it disposes of property, requires the Buyer to assume all environmental liability. The BNSF position has become less equitable than it was when the RCRRA acquired its 6.4 miles northeast corridor in 1992. At that time, and with that line, the BNSF, while it would not agree to an environmental indemnification clause, agreed to delete any environmental clause, thus at least allowing RCRRA to sue BNSF if contamination was found. In the present agreement, however, BNSF, in essence, has required that the rail authorities agree not to sue the BNSF if an environmental problem is found to exist.

The RCRRA will acquire its portion of the line pursuant to the separate agreement between HCRRA and RCRRA, which is attached to the purchase agreement as Exhibit E.

SUMMARY AND CONCLUSION

The purchase agreement contains a number of provisions which are unfavorable to the RCRRA, but which must be accepted if you wish to acquire the property. None of the provisions, however, are of sufficient legal risk for our office to recommend against proceeding with the acquisition.

FORM APPROVED BY LAW**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY****REAL ESTATE PURCHASE AND SALE AGREEMENT**

Staubach Global Services, Inc.
5650 N. Riverside Drive, Suite 101
Fort Worth, Texas 76137

May 21, 2003

BUYER'S OFFER

1. The undersigned, hereinafter called "Buyer", offers to purchase from The Burlington Northern and Santa Fe Railway Company hereinafter called "Seller", all of Seller's right, title and interest in and to that parcel of land situated in or near the City of Minneapolis, St. Anthony and Roseville, Counties of Hennepin and Ramsey and State of Minnesota, shown hatched black on map marked Exhibit "A", dated July 29, 1999, attached hereto and made a part hereof (said parcel of land being hereinafter called "the Property") including that property legally described, and individually and separately identified as the Hennepin Parcel and the Ramsey Parcel, in Exhibit "B" and that personal property described in Exhibit "C" at the price and upon the terms and conditions as follows.

PURCHASE PRICE AND PAYMENT

2. Seller may approve or disapprove this Agreement for any reason whatsoever, in Seller's sole and absolute discretion, whether reasonable or unreasonable or whether arbitrary or capricious, subject to the approval of this Agreement by Seller, Buyer agrees to pay to Seller the purchase price of One Million and no/dollars (\$1,000,000.00) ("Purchase Price") for Property, of which the amount of \$50,000.00 hereinafter called the "Deposit", is paid to Seller, or Seller's assignee, to be applied on the purchase price. Said deposit check shall be forwarded to Staubach Global Services, Inc. at 4105 Lexington Avenue N., Suite 200, Arden Hills, Minnesota 55126, and then forwarded to the Seller's account. Said deposit check should be made payable to **JP Morgan Chase Bank/Escrow Agent APEX**. Said deposit shall be refunded to Buyer if this offer is not accepted by Seller within forty-five (45) days from the date of said offer. The balance of said purchase price shall be paid in cash or by certified check to Seller or wire transfer to Seller's account as designated by Seller at the time Seller's deed to

said property is delivered to Buyer which shall be on or after June 16, 2003 ("Closing"). Notwithstanding anything set forth herein to the contrary, the balance of the purchase price shall be due ten (10) days from notice that Seller's deed is ready for delivery. Delivery of said deed shall be made at Seller's above stated office located in Arden Hills, Minnesota at Closing.

TAX-DEFERRED EXCHANGE

3. Seller has elected to assign this Agreement to Apex Property & Track Exchange, Inc. ("Apex"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Seller shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Buyer from and against any and all reasonable and necessary additional costs, expenses, including attorneys fees, and liabilities which Buyer may incur as a result of Seller's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Buyer shall cooperate with Seller with respect to this tax-deferred exchange, and shall execute in triplicate the attached Assignment of Rights Under Contract to Real Estate, hereinafter described as Exhibit "D".

CONVEYANCE

4. Seller shall convey or caused to be conveyed, all of Seller's right, title and interest in the property, if any, to Buyer by Quitclaim Deed subject to the exceptions and reservations, whether or not of record and in accordance with the other terms, conditions and reservations contained herein. Buyer shall, as soon as possible after acceptance of this offer, advise the Seller of Buyer's intent to have the property surveyed. In the event the Seller's description of the property used in the Deed and the use of an Exhibit map for reference in the Deed is not acceptable to the Buyer, the Buyer shall so advise the Seller of their objections of said description and within 15 days thereof, the Buyer shall, at their expense, arrange for a survey of the property to be furnished to the Seller. In conformance with Minn. Stat. § 1031.235, upon execution of this Agreement Seller shall disclose to Buyer the location of any known wells located on the property; and upon closing Seller shall either certify on the quit claim deed that Seller does not know of any wells located on the real estate or shall provide to Buyer a well disclosure certificate.

ACCEPTANCE CONSTITUTES AGREEMENT

5. This offer of the Buyer to purchase the property when duly accepted and signed by the Seller shall constitute the entire agreement between the parties for the sale and purchase of the property and shall bind and inure to the benefit of the Seller, the Buyer, and their heirs, executors, administrators, successors and assigns.

LIQUIDATED DAMAGES AND SPECIFIC PERFORMANCE

6. Time is of the essence of this contract. If the Buyer shall fail to perform this contract within the time limits herein specified, Seller may retain the deposit as liquidated damages, not as a penalty or forfeiture, and declare this contract terminated, or Seller may proceed to have this contract specifically enforced.

SUCCESSORS IN INTEREST

7. Wherever referred to herein, the term Buyer shall imply, mean and apply to the Buyer, its successors, assigns, heirs, executors, administrators, or designees, who shall be severally and collectively liable for any and all performance hereunder except that upon Partial Assignment of this Real Estate and Sale Agreement to the Ramsey Assignee as provided for in Paragraph 31, Buyer shall have no further obligations to Seller as to the Ramsey Parcel. Wherever referred to herein the term Seller shall imply, mean and apply to the Seller, its successors, assigns, heirs, executors, administrators, or designees, who shall be severally and collectively liable for any and all performance hereunder.

THIS OFFER IS AND THE CONVEYANCE OF THE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND RESERVATIONS.

8. A. Easements — Sale of the Property shall be subject to the continued maintenance, operation and use of all existing driveways, roads, utilities, tracks, wires, fiber optic lines and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Seller, Seller's licensees or other third parties and whether or not of record, if any, with reasonable right of entry for the repair, reconstruction and replacement thereof.

B. Buyer's obligation to close on this transaction is contingent upon the following:

- i) Authorization by Buyer's Board of Commissioners;
- ii) Partial Assignment of this Real Estate Purchase and Sale Agreement to the Ramsey Assignee and acceptance by the Ramsey Assignee of the rights and obligations of this Real Estate Purchase and Sale Agreement as to the Ramsey Parcel as provided for in Paragraph 31.

Buyer shall not be obligated to provide the Deposit to Seller until the above contingencies have been satisfied or waived by Buyer. These contingencies are for Buyer's sole benefit and are waivable by Buyer prior to Closing at Buyer's sole discretion.

OTHER TERMS AND CONDITIONS

9. Title Defects--If, within the ten (10) day period following Seller's notice to Buyer that Seller's deed is ready for delivery, Buyer notifies Seller that Buyer has requested evidence of

title to the Property, Buyer shall furnish to Seller at Buyer's expense such evidence of title within thirty (30) days of said notice from Buyer in the form of an abstract of title, a title commitment or an attorney's opinion of title, and a written statement specifying the matters or defects other than said permitted exceptions and reservations and other than such usual exceptions contained in Owner's policies and the matters to which this sale is subject by the terms hereof, the time of payment of the balance of the purchase price shall be extended for a period of sixty (60) days after the receipt of said evidence of title and statement. If Seller is unable or unwilling to cure such matter or defects within said sixty (60) day period, and Buyer is unwilling to accept the deed subject to such matter or defects then either party may terminate this Agreement by serving written notice of termination upon the other party within fifteen (15) days thereafter and all further rights and liabilities under this Agreement shall cease and terminate except that Seller shall return the deposit to Buyer and Seller shall reimburse Buyer for the actual amount paid by Buyer, if any, to an abstractor for an abstract of title or an attorney's opinion of title, or to a title company for a title report (but not for title insurance), provided that said abstract or title report shall be delivered and assigned to Seller. Otherwise, Buyer shall remit to Seller, or Seller's assignee, the purchase price within ten (10) days or at closing, whichever is earlier.

10. Real Estate Commissions--If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except to Staubach Global Services, Inc., ("Broker") pursuant to a separate agreement. On and prior to the Date of this Agreement, Broker has advised, and hereby advises, Buyer, by this writing and by other means, and Buyer hereby acknowledges that Buyer has been so advised, that the Broker is acting as the agent of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised.

11. Liens of Seller's Mortgages--Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of Seller's mortgages, where required under the terms of any mortgage on the Property, within one hundred eighty (180) days after the first meeting of Seller's Board of Directors held after the conveyance contemplated herein. In the event Seller shall be unable to obtain said releases for any reason, Seller and Buyer shall have the right to terminate this Agreement upon serving written notice of termination upon the other within fifteen (15) days thereafter, and both parties shall thereupon be released and discharged from all liabilities and obligations hereunder, except that Seller shall repay to Buyer any and all sums therefore paid by Buyer to Seller upon a reconveyance of title to the Property to Seller free and clear of defects or objections to the same extent as if no conveyance had been made to Buyer hereunder.

12. Other Liens--Any judgment against Seller which may appear of record as a lien against the Property shall be settled and satisfied by Seller if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied. All outstanding special assessments levied or due in the year the deed is delivered shall be paid by Buyer.

13. General Real Estate Taxes--Real estate taxes or assessments payable or paid in the year the deed is delivered shall be prorated by Seller and Buyer as of the date on which the deed is delivered on the basis of the most recent ascertainable taxes assessed against the subject Property, or as may be equitably apportioned thereto by the Seller if the Property is not separately assessed or unless the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer.

14. Transfer Taxes--Buyer agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the conveyance instrument. In the event of Buyer's failure to do so, if the Seller shall be obligated so to do, the buyer shall be liable for all costs, expenses and judgments to or against the Seller, including all of Seller's legal fees and expenses and same shall constitute a lien against the Property to be conveyed until paid by the Buyer.

15. Notices and Demands--All notices, demands, payments and other instruments required or permitted to be given or served by either party shall be in writing and deemed to have been given or served by either party if sent by registered or certified mail, addressed to the other party at the address shown herein.

16. Governmental Approval--If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject thereto and that both parties shall use their best efforts to obtain such approval. The closing date shall be extended for such period as may be required to obtain such approval. In the event said approval cannot be obtained, either party may terminate this Agreement without liability to the other, except that Seller shall return the deposit to Buyer.

In the event a city, county, or other governing authority wherein said Property is located requires a survey or plat or has a subdivision ordinance, the Buyer shall obtain such survey or plat, all at Buyer's sole cost and expense. The survey or plat shall be submitted by Buyer to Seller for review and approval prior to recording and within a period of forty-five (45) days after the date of Seller's acceptance of this offer.

17. Deposit Authorization -- Buyer hereby authorizes Seller to cash any checks that may be delivered to Seller as a deposit or option payment, and to take the amount of any such deposit or option payment into its accounts, with the understanding that it will not constitute acceptance of this offer; provided, however, that such authorization is given with the understanding that in the event the offer is not accepted the Seller agrees to refund the amount

of any deposit in full within thirty (30) days of the date of Buyer's offer.

18. Rail Service -- Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

19. Leases and License Prepayment Limitation -- Seller shall not refund any prepaid or unearned lease rentals unless such prepaid or unearned rentals for each lease exceeds the sum of \$500.00.

20. Lease Rentals Continuance Buyer's Lease -- Buyer agrees to keep rentals, taxes and other charges payable to Seller under the terms of lease(s) NONE (Lease No.) fully prepaid with any refund or adjustment of same to be made as of the date of Closing. If a lease includes a site only partially located within the Property being purchased, the refund, if applicable, shall be apportioned for that part of said lease site within the Property. Cancellation of said lease shall be upon the date of conveyance of Property.

21. Leases Other than Buyer -- Lease(s) Those Permits/Leases identified on Exhibit F, being in the name of other than Buyer, shall be assigned to Buyer upon date of conveyance of the Property and will be subject to apportionment of prepaid rental, payable to Buyer, as of date of conveyance.

22. Complete Agreement -- This Agreement contains the entire Agreement between Seller and Buyer with respect to the Property and, except as set forth in this Agreement, neither Seller, nor Seller's agents or employees, have made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Property.

ADDENDUM PROVISIONS

23. This Agreement relates only to land and the personal property described in Exhibit "C". Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place.

24. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1954, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

25. It is specifically agreed and understood by the parties hereto that the Buyer shall before June 12, 2003, accept and sign this Real Estate Purchase and Sale Agreement and return same together with the \$50,000.00 deposit named herein to JP Morgan Chase Bank/Escrow Agent APEX. Seller shall have five (5) days following receipt of the Agreement and Deposit from Buyer to approve and accept the Agreement. Failure of the Buyer or Seller to perform within the time restrictions will render this Agreement null and void in its entirety and Seller shall return the Deposit to Buyer as provided for in Paragraph 17.

26. Buyer has been allowed to make an inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Buyer is/are aware of the condition of the property and **BUYER IS AWARE THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT BUYER IS/ARE NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including the physical condition of the property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in, of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property. Buyer is aware of the risk that hazardous substances and contaminants may be present on the property. Buyer shall exercise due care in the development and use of the Property taking into account such risk of hazardous substances and contaminants and taking all appropriate measures to ensure that any hazardous substances and contaminants are not released or otherwise constitute an exposure to human health or the environment.

By accepting delivery of the Quit Claim Deed, Grantee covenants and agrees not to sue Grantor with respect to any Claim arising under any Environmental Law pertaining in any way to Hazardous Substances on the Property.

The term "Claim" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation, petroleum oil and any of its fractions.

27. Seller shall reserve unto itself, its successors and assigns a 30 foot wide easement ("Railroad Easement") as shown colored green on Exhibit "A", for the purpose of construction, maintenance, renewal and removal thereon of railroad tracks, the operation thereover of railroad trains and appurtenances thereto upon and across that portion of the Property. The Railroad Easement is located on the Ramsey Parcel only. At Buyer's request for purpose of implementing future transportation uses on the Property, Buyer and Seller shall cooperate to relocate, at Buyer's sole cost and expense, the easement area on Ramsey Parcel in a manner that does not unreasonably interfere with Seller's freight railroad operations. Said easement shall cease and Seller shall deliver to Buyer a recordable release of easement upon termination of freight rail operations over the easement area.

28. Within the Property Buyer and Seller acknowledge that a monitoring well no. 583050 is located thereon. Neither party owns nor maintains the monitoring well and it is assumed that the well may have been placed thereon by an adjoining landowner who may have, or possibly continues, to monitor the same. As Seller retains no responsibility to the monitoring well, Seller agrees that upon transfer of the Property to the Buyer, that the Buyer may, in accordance with the regulations and guidelines of the Minnesota Pollution Control Agency, arrange to have the monitoring well closed, relocated or remain as-is.

29. The parties agree the terms, conditions, and addendum provisions of this Agreement shall survive closing. The parties agree further that this Agreement is for the benefit of the parties only, and shall not be construed to create third party beneficiary rights.

30. Notwithstanding, anything herein, this sale shall close no later than June 30, 2003.

31. Buyer has elected to partially assign this Agreement as to that part of the Property located in Ramsey County, identified in Exhibit B as the Ramsey Parcel to the Ramsey County Regional Railroad Authority ("Ramsey Assignee") as provided for in Exhibit E, attached hereto and made a part of this Agreement. Seller consents to the Partial Assignment. Upon Partial Assignment of this Agreement to the Ramsey Assignee, at Closing, Seller shall convey the Hennepin Parcel to Buyer and Seller shall convey the Ramsey Parcel to the Ramsey Assignee.

32. The terms of the covenant not to sue contained in Paragraph 26 and the freight railroad easement in Paragraph 27 shall survive the Closing and shall not merge into the quit claim deed.

BUYER MUST CLEARLY SET FORTH FULL AND CORRECT NAMES OR PARTY OR PARTIES TO WHOM TITLE WILL BE CONVEYED, THEIR ADDRESS, THEIR RELATIONSHIP, IF ANY, AND WHETHER CONVEYANCE IS TO BE IN JOINT TENANCY OR OTHERWISE, AND IF A COMPANY, WHETHER IT IS A PARTNERSHIP, TRUST, TRUSTEE OR CORPORATION, ADDRESS OF PRINCIPAL OFFICE AND STATE OF INCORPORATION

This offer consisting of 9 pages and by said Exhibits "A (Map), B (Legal Description), C (Personal Property-Other Rights), D (Assignment of Rights to Apex), E (Partial Assignment to Ramsey County Regional Railroad Authority) and F (Permits/Leases)" attached hereto, are made a part hereof, have been made, signed and sealed in duplicate by the Buyer this _____ day of _____ 2003.

Buyer's name as it is to appear on deed: _____
(PRINTED/TYPED)

By: _____ X _____
NAME(PRINTED/TYPED) SIGNATURE

TITLE (OR 2ND SIGNATURE IF PARTNERSHIP)STATE OF INCORPORATION

ADDRESS OF BUYER CITY, STATE AND ZIP CODE TELEPHONE NO.
(INCLUDING AREA CODE)

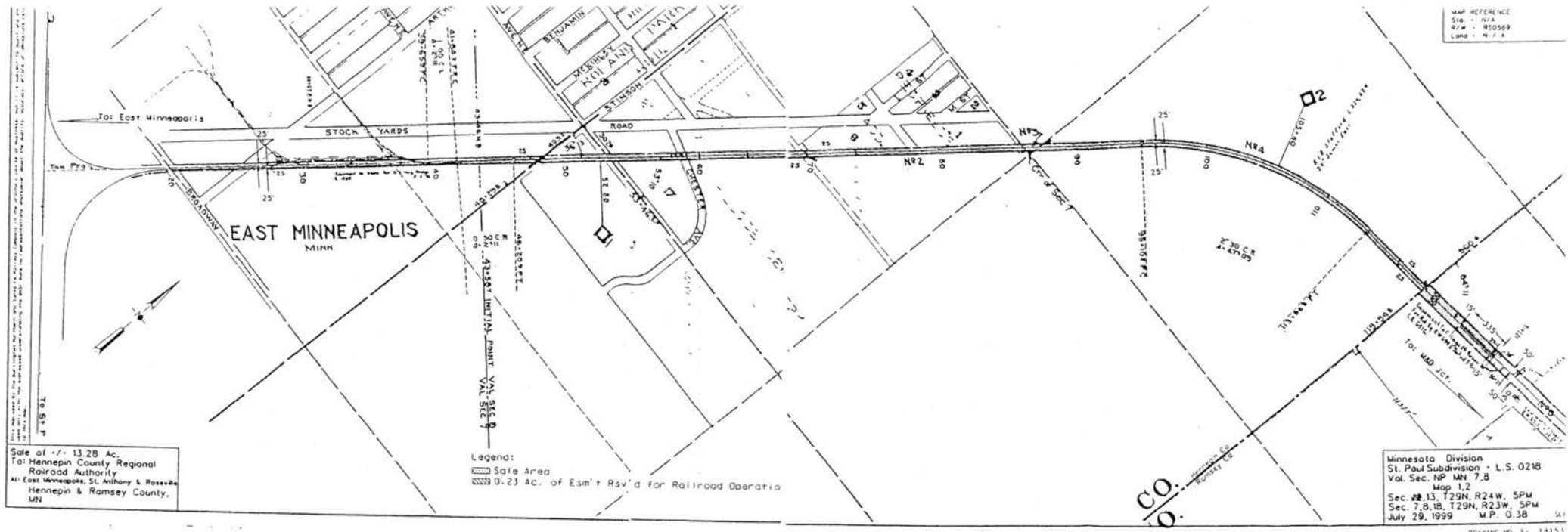
The foregoing offer is Accepted by Seller

This _____ day of _____, 2003.

THE BURLINGTON NORHTERN AND
SANTA FE RAILWAY COMPANY

BY: _____

TITLE: _____



17

EXHIBIT B**(Legal Description Hennepin Parcel)**

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Railway Company's hereinafter described Main Track centerline upon, over and across the NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, and the SW $\frac{1}{4}$, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 7, all in Township 29 North, Range 23 West of the 4th P. M., Hennepin County, Minnesota, bounded on the Southwest by the South line of said NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, and bounded on the Northeast by the East line of said Section 7, Township 29 North, Range 23 West.

Main Track Centerline Description

Beginning at a point on the South line of the NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, also being the centerline of Broadway Street NE, 240.0 feet normally distant Southeasterly from the centerline of New Brighton Boulevard; thence Northeasterly along a straight line to a point on the East line of said Section 13 distant 409.2 feet South of the Northeast corner thereof; thence Northeasterly to a point on the South line of Section 7, Township 29 North, Range 23 West, distant 302.4 feet East of the Southwest corner of said Section 7; thence continuing Northeasterly along the last described course 4,163.9 feet to a point of curve; thence Northeasterly along a tangential curve concave Southeasterly having a radius of 2,292.01 feet, central angle of 47° 09' an arc length of 1,886.0 feet; thence Easterly, tangent to said curve, 598.3 feet to a point on the East line of said Section 7 distant 960.6 feet South of the Northeast corner of said Section 7 and there terminating.

(Legal Description Ramsey Parcel)

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's hereinafter described Main Track centerline upon, over and across the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 29 North, Range 23 West of the 4th P. M., Ramsey County, Minnesota, bounded on the West by the West line of said Section 8, and bounded on the East by the East right of way line of Walnut Street in the City of St. Paul, Minnesota, **RESERVING**, however, unto said Grantor, its successors and assigns, a 30 foot wide railroad easement, being 15.0 feet wide on each side of the hereinafter described Main Track centerline, including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the hereinabove described premises, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Grantor, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement.

Main Track Centerline Description

Beginning at a point on the West line of said Section 8 distant 960.6 feet South of the Northwest corner thereof; thence Easterly, making an angle of $84^{\circ} 11'$ measured from North to East of said West line, a distance of 1,000 feet and there terminating.

EXHIBIT "C"

The Property additionally comprises the following:

1. Seller's interest in that certain line of railroad (the "Line of Railroad") extending from the centerline of Broadway Street N.E., Minneapolis, Hennepin County, Minnesota, in a northeasterly and easterly direction in and through the cities of Minneapolis, St. Anthony, and Roseville, and terminating in Roseville, Ramsey County, Minnesota, at the centerline of Walnut Street, as such street is currently laid out and constructed, which Line of Railroad is depicted on Exhibit A to the Real Estate Purchase and Sale Agreement subject to the Railroad Easement, **excepting therefrom that segment of trackage situated within the 30 foot wide Railroad Easement as specified within Paragraph 27 of this Real Estate Purchase and Sale Agreement.**
2. Seller's interest in any spur tracks and spur track rights of way appurtenant to the Land or the Line of Railroad.
3. Seller's interest in bridges, tunnels, retaining walls, and other similar structures upon, over, under, across, or appurtenant to the Land or the Line of Railroad.
4. Seller's interest in any permits, licenses, ordinances, operating rights, privileges, easements, or other rights permitting Seller's occupancy of the Land or the operation of a railroad or other transportation use over and across the Land and the Line of Railroad, including (but not limited to) rights to cross, traverse, or operate in or upon public streets and rights of way, but excluding Seller's rights and obligations (if any) to provide common carrier freight rail service on the Line of the Railroad.
5. Seller's interest in those portions of the Land and the Line of Railroad located within public streets or other public rights of way.
6. Copies of Seller's valuation maps and engineering maps pertaining to the Land and the Line of Railroad. Buyer understands and agrees that Seller makes no representation or warranty as to the accuracy of such maps.
7. Copies of deeds of conveyance, judgments and decrees in eminent domain proceedings, and other similar records evidencing Seller's interest in the Land. Such copies shall be delivered to Buyer at a mutually convenient time within a reasonable time after the closing of this transaction.
8. Seller's interest in leases, licenses, easements, permits, and other rights granted by Seller (or its predecessors in interest) to parties other than Buyer in respect of the Land or the Line of Railroad, but only to the extent such leases, licenses, easements, permits, or other rights pertain to the Land or the Line of Railroad including those identified in Exhibit F to the Real Estate Purchase and Sale Agreement. The preceding sentence includes Seller's interest in easements and other rights acquired from Seller (or its predecessors in interest) by exercise of the power of eminent domain.

EXHIBIT "D"**ASSIGNMENT OF RIGHTS UNDER CONTRACT
TO REAL ESTATE**

APEX PROPERTY & TRACK EXCHANGE, INC., a Massachusetts corporation, of 2036 Washington Street, Hanover, Massachusetts 02339, (hereinafter called "Assignee"), **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, (hereinafter called "Exchangor"), and **Hennepin County Regional Railroad Authority**, a political subdivision of the State of Minnesota (hereinafter called "Buyer").

Whereas, Exchangor and Buyer heretofore entered into an Agreement dated April 14, 2003 (the "Contract"), wherein Exchangor agrees to assign the rights to the Contract, but not the obligations and warranties over to Assignee, as it pertains to the following described Relinquished Property:

"See EXHIBIT "A" attached hereto and made a part hereof".

Now, Therefore, Exchangor hereby assigns to Assignee all of the Exchangor's rights under the Contract, as contemplated by Treasury Regulations Section 1.1031 (k)-1(g)(4)(v), including all deposits received prior to issuing a Deed transferring legal title. Exchangor's obligations and warranties under the Contract remain with the Exchangor, including the authority to issue a Deed transferring legal title to the Relinquished Property over to the Buyer.

Assignee previously represented, warranted and covenanted to Exchangor, under the Master Exchange Agreement dated January 1, 1997, that it will not transfer, assign, mortgage or hypothecate the rights that it is receiving from the Exchangor and that Assignee shall not amend, terminate, modify, supplement or otherwise alter any term, condition or other provision of the Contract. At the same time the Deed goes into effect transferring legal title to the Buyer, rights received under this Assignment of Rights are transferred to the Exchangor.

Assignee is participating in this transaction only as a Qualified Intermediary and that for purposes of any dispute regarding the Relinquished Property, Exchangor and Buyer shall look solely to each other with respect to resolving any such dispute and neither one shall look to the Assignee. This shall be binding upon and shall inure to the respective heirs, successors and assigns of Exchangor and Buyer.

This instrument may be executed in any number of counterparts, each of which, when duly executed, shall constitute an original hereof.

In Witness Whereof the parties hereto have executed this Assignment of Rights Under Contract, to be effective as of the date on which the last party hereto signs.

Exchangor:

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a
Delaware corporation**

By: _____ Date: _____
D. P. Schneider
General Director Real Estate

Assignee:

APEX PROPERTY & TRACK EXCHANGE, INC., a Massachusetts corporation

By: _____ Date: _____

Buyer:

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
a political subdivision of the State of Minnesota

By: _____ Date: _____
Name: _____
Title: Chair of Its Board

By: _____ Date: _____
Name: _____
Title: Deputy/Executive Director

Attest: _____ Date: _____
Name: _____
Title: Deputy/Clerk of Its Board

EXHIBIT E**Partial Assignment of Real Estate and Sale Agreement**

WHEREAS, Hennepin County Regional Railroad Authority (HCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignor.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Ramsey Assignee.

WHEREAS, pursuant to Minn. Stat. § 117.016 and Minn. Stat. §§ 471.59 and 398A.04, Subd. 9, Ramsey Assignee and Assignor are authorized to acquire property for a public purpose and enter into this Agreement for and Partial Assignment of Real Estate and Sale Agreement (Assignment) for acquisition of the property and apportion the acquired property between the two for their respective uses.

WHEREAS, in lieu of the exercise of its eminent domain authority, Assignor has entered into a Real Estate Purchase and Sale Agreement (Purchase and Sale Agreement) with the Burlington Northern and Sante Fe Railway Company (Seller) for Property commonly known as the Northeast Diagonal (Corridor) for purposes of preserving it for future transportation uses. The Corridor consists of two parcels identified as the "Hennepin Parcel" which is located in Hennepin County and the "Ramsey Parcel" which is located in Ramsey County.

WHEREAS, Assignee desires to acquire the Ramsey Parcel from Seller and Assignor desires to acquire the Hennepin Parcel from Seller pursuant to the Purchase and Sale Agreement for purposes of preserving the parcel for future transportation purposes.

1. Assignor hereby assigns to Ramsey Assignee and Ramsey Assignee hereby accepts all rights and obligations and interest contained in the Real Estate Purchase and Sale Agreement between Assignor and Seller, attached hereto as Exhibit A to this Assignment, as it applies to that portion of the Property identified as the Ramsey Parcel.
2. By acceptance of this Assignment Purchase, Ramsey Assignee states that it has had an opportunity to examine evidence of title to its satisfaction as to the Ramsey Parcel and hereby waives any rights to object to title provided for in paragraph 9.
3. Pursuant to this Assignment, Ramsey Assignee shall be responsible for \$ _____ of the Purchase Price for the Ramsey Parcel and Assignor shall be responsible for \$ _____ of the Purchase Price for the Hennepin Parcel. Ramsey Assignee shall be responsible for expenses related to the Ramsey Parcel and Assignor shall be responsible for those regarding the Hennepin Parcel.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Assignor

By: _____

Its Chair of the Board

Date: _____

By: _____

Its Executive Director/Deputy

Date: _____

ATTEST: _____

Clerk/Deputy of the Board

Approved as to form:

Assistant Hennepin County Attorney

Date: _____

Approved as to execution:

Assistant Hennepin County Attorney

Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

Assignee

By: _____

Its Chair of the Board

Date: _____

By: _____

Its Executive Director/Deputy

Date: _____

Approved as to form:

Assistant Ramsey County Attorney

Date: _____

Approved as to execution:

Assistant Ramsey County Attorney

Date: _____

EXHIBIT "F"**PERMITS/LEASES TO BE ASSIGNED IN ACCORDANCE WITH PROVISION 21 OF
THE REAL ESTATE PURCHASE AND SALE AGREEMENT**

<u>Permit No.</u>	<u>Permitee</u>	<u>Purpose</u>
80431	Minneapolis Gas Co.	Gas Pipeline Crossing
73500-414	NW Bell Telephone	Telephone Line Crossing
73500-439	NW Bell Telephone	Telephone Line Crossing
244440	Northern Cablevision of Mpls.	O.H. Cable Crossing
64747	Minneapolis Gas Company	Gas Pipeline Crossing
73500-765	NW Bell Telephone	Telephone Line Crossing
91351	Northern States Power Co.	Electric Line Crossing
60242	Minneapolis Gas & Light Co.	12" Gas Pipe
71292	City of Minneapolis	Water Pipeline Crossing
24560	Hillside Cemetery Assoc.	Water Pipeline Crossing
16565	NW Bell Telephone	O.H. Wire Crossing
212229	City of Minneapolis	54" Storm Sewer Crossing
73500-1207	NW Bell Telephone	U.G. Cable Crossing
48487	Memorial Park Assoc., Inc.	Sewer Pipeline Crossing
77738	Minneapolis Gas Company	Gas Pipeline Crossing
PX 85-6001	City of Minneapolis	8" Sanitary Sewer
55658	Memorial Park Assoc., Inc.	Water Pipeline Crossing
51819	Memorial Park Assoc., Inc.	Water Pipeline Crossing
71141	Sunset Memorial Park Assoc.	Storm Sewer Crossing
72257	Sunset Memorial Park Assoc.	Road Crossing
234624	R & B Stafford	24" Sewer Encroachment

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhenry
Authorized Signature

5/28/03
Date

Board Action Requested

Agreement with Hennepin County for
Acquisition of Burlington Northern Rail
Corridor.

DISCUSSION ONLY

Request Justification

See attached information.

Budgeting and Accounting

County Attorney

Risk Management

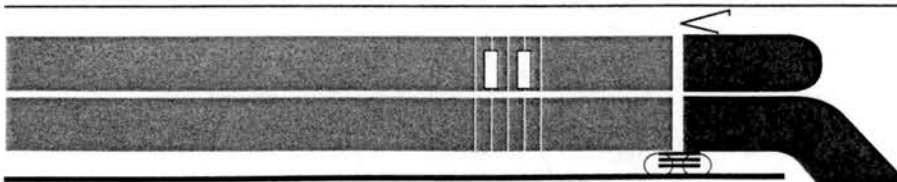
Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenry
Signature

May 29, 2003
Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Agreement with Hennepin County for Acquisition of Burlington Northern
Rail Corridor

Date: May 29, 2003

The Burlington Northern Santa Fe (BNSF) railroad has abandoned an approximately two-mile section of their railroad from Broadway Avenue in Minneapolis to Walnut Street in Roseville (see attached map). The Hennepin County Regional Railroad Authority (HCRRA) has been negotiating on behalf of the Ramsey County Regional Railroad Authority (RCRRA) to acquire this section of abandoned rail corridor. HCRRA has offered BNSF \$1 million for the purchase of this two-mile corridor, with HCRRA paying \$850,000 and RCRRA paying \$150,000. BNSF has agreed to the \$1 million purchase price provided their purchase contract language was used in the purchase agreement. On behalf of RCRRA, HCRRA accepted this term.

A Partial Assignment of Real Estate and Sale Agreement is included for your review. This agreement would facilitate the transfer of the rail corridor from HCRRA to RCRRA.

Recommendation:

No action is being requested at this time. Request for the Chair to execute and sign the agreement will be requested at the June 10, 2003, meeting.

Attachment



Partial Assignment of Real Estate and Sale Agreement

WHEREAS, Hennepin County Regional Railroad Authority (HCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignor.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignee.

WHEREAS, pursuant to Minn. Stat. § 117.016 and Minn. Stat. §§ 471.59 and 398.04, Subd. 9, Ramsey Assignee and Assignor are authorized to acquire property for a public purpose and enter into this Agreement for and Partial Assignment of Real Estate and Sale Agreement (Assignment) for acquisition of the property and apportion the acquired property between the two for their respective uses.

WHEREAS, in lieu of the exercise of its eminent domain authority, Assignor has entered into a Real Estate Purchase and Sale Agreement (Purchase and Sale Agreement) with the Burlington Northern and Santa Fe Railway Company (Seller) for Property commonly known as the Northeast Diagonal (Corridor) for purposes of preserving it for future transportation uses. The Corridor consists of two parcels identified as the "Hennepin Parcel" which is located in Hennepin County and the "Ramsey Parcel" which is located in Ramsey County.

WHEREAS, Assignee desires to acquire the Ramsey Parcel from Seller and Assignor desires to acquire the Hennepin Parcel from Seller pursuant to the Purchase and Sale Agreement for purposes of preserving the parcel for future transportation purposes.

1. Assignor hereby assigns to Ramsey Assignee and Ramsey Assignee hereby accepts all rights and obligations and interest contained in the Real Estate Purchase and Sale Agreement between Assignor and Seller, attached hereto as Exhibit A to this Assignment, as it applies to that portion of the Property identified as the Ramsey Parcel.
2. By acceptance of this Assignment Purchase, Ramsey Assignee states that it has had an opportunity to examine evidence of title to its satisfaction as to the Ramsey Parcel and hereby waives any rights to object to title provided for in paragraph 9.
3. Pursuant to this Assignment, Ramsey Assignee shall be responsible for \$150,000 of the Purchase Price for the Ramsey Parcel and Assignor shall be responsible for \$850,000 of the Purchase Price for the Hennepin Parcel. Ramsey Assignee shall be responsible for expenses related to the Ramsey Parcel and Assignor shall be responsible for those regarding the Hennepin Parcel.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
Assignor

By: _____
Its Chair of the Board
Date: _____

By: _____
Its Executive Director/Deputy
Date: _____

ATTEST: _____
Clerk/Deputy of the Board

Approved as to form:

Assistant Hennepin County Attorney
Date: _____

Approved as to execution:

Assistant Hennepin County Attorney
Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
Assignee

By: _____
Its Chair of the Board
Date: _____

By: _____
Its Executive Director/Deputy
Date: _____

Approved as to form:

Assistant Ramsey County Attorney
Date: _____

Approved as to execution:

Assistant Ramsey County Attorney
Date: _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

7

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

5/27/03
Date

Board Action Requested

Approve extension of the contract with Himle Horner, Inc. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 5/29/03
 - 3) Amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenny
Signature

May 29, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with Himle Horner, Inc. for public education consulting services on the Central Corridor Transit Study; and

WHEREAS, The contract with Himle Horner had been previously extended to expire June 30, 2003; and

WHEREAS, The review of the Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit, and Baseline Alternatives for University Avenue by the Federal Transit Administration has not yet been completed; and

WHEREAS, The public education for this contract needs to be extended until December 31, 2003; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority extends the contract with Himle Horner through December 31, 2003 at no additional cost; and Be It Further

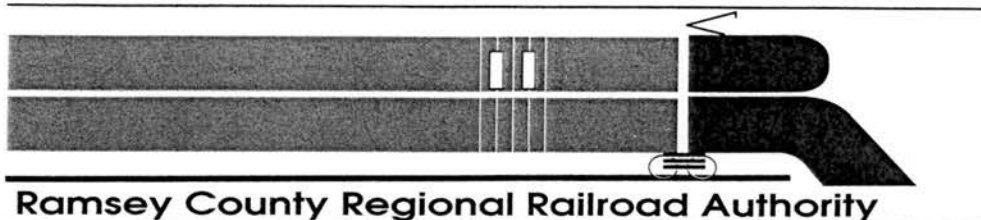
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract amendment.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Amend contract with Himle Horner at no additional cost to extend contract

Date: May 29, 2003

The Ramsey County Regional Railroad Authority had entered into a contract with Himle Horner, Inc. for consulting services for public education on the Central Corridor Transit Study. The contract began March, 2000 at a cost of no more than \$250,000.00. The term of the contract was extended at no additional cost to the end of June, 2003.

This amendment reflects that the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit and Baseline Alternatives for University Avenue is being reviewed by the Federal Transit Administration (FTA). This review has not yet been completed by the FTA, therefore a time extension of the Himle Horner contract is needed. The new anticipated end date is December 31, 2003. No additional funds are being sought for completing this work.

Recommendation:

Consider attached resolution and authorize chair to sign the amendment with Himle Horner for the Central Corridor Transit Study public education.

ADDENDUM 4

This agreement is an addendum to the addendum to the contract between Himle Horner Incorporated and RCRRA dated March 28, 2000.

The parties agree that the Project Term of the Agreement shall be amended as follows:

SECTION III: GENERAL CONDITIONS

ARTICLE 16. TERM

This agreement shall be in force and effect from March, 2000 through December 31, 2003 or until earlier terminated by the parties hereto pursuant to this agreement.

Except as herein agreed, all other terms and conditions of the Agreement shall remain in full force and effect.

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY**

By: _____
Rafael E. Ortega, Chair

Dated: _____

By: Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

By: Phil Munkit
Assistant County Attorney

By: _____
Risk Management

By: Mark Johnson
Budgeting and Accounting

HIMLE HORNER INCORPORATED

By: [Signature]

Dated: 5/22/03

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

8

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

5/27/03
Date

Board Action Requested

Approve extension of contract with URS, Corp. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 5/29/03
 - 3) Amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 3, 2003

Board Date

Kristine A. Longhenny
Signature

May 29, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional engineering and planning work of URS, formerly known as BRW, Inc., for the purpose of the Central Corridor Transit Study; and

WHEREAS, The contract with URS had been previously extended to expire June 30, 2003; and

WHEREAS, The review of the Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit, and Baseline Alternatives for University Avenue by the Federal Transit Administration has not yet been completed; and

WHEREAS, The professional engineering and planning work for this contract needs to be extended until December 31, 2003; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority extends the contract with URS through December 31, 2003 at no additional cost; and Be It Further

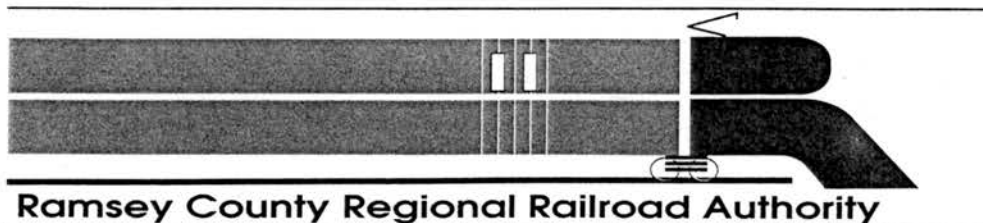
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract amendment.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Amend contract with URS at no additional cost to extend contract

Date: May 29, 2003

An agreement between Ramsey County Regional Railroad Authority and URS (BRW), an engineering firm, was executed on February 15, 2000, for the Central Corridor transit study at a cost of no more than \$3,001,400.00. The term of the contract was extended at no additional cost to the end of June 30, 2003.

This amendment reflects that the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit and Baseline Alternatives for University Avenue is being reviewed by the Federal Transit Administration (FTA). This review has not yet been completed by the FTA, therefore a time extension of the URS contract is needed. The new anticipated end date is December 31, 2003. No additional funds are being sought for completing this work.

Recommendation:

Consider attached resolution and authorize chair to sign the amendment with URS for the Central Corridor Transit Study.

2

ADDENDUM 3

This agreement is an addendum to the contract between URS Corporation (URS), successor to BRW, Inc., and RCRRA dated February 15, 2000.

The parties agree that the Project Term of the Agreement shall be amended as follows:

SECTION III, paragraph 16 of the Agreement, is amended to read as follows:

Term. This agreement shall be in force and effect from February 15, 2000 through December 31, 2003 or until earlier terminated by the parties hereto pursuant to this agreement.

Except as modified herein, all other terms and conditions of the Agreement and Addendum I thereto remain in full force and effect.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

RECOMMEND FOR APPROVAL

By: _____
Director

RISK MANAGEMENT

By: _____

BUDGET AND ACCOUNTING

By: _____

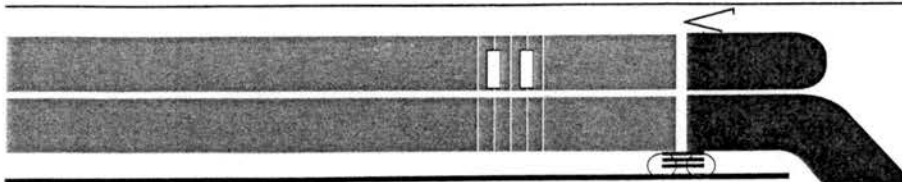
Funds Available: _____

Account Number: _____

URS CORPORATION

By: _____
Its: VICE PRESIDENT

Dated: 5-27-03



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

June 10, 2003

Immediately following County Board meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from June 3, 2003 RCRRA meeting
2. Presentation by Larry Dowell, St. Paul Area Chamber of Commerce, on the "Twin Cities Transportation System" proposal
3. Central Corridor update
4. * Approve extension of agreement 79236 with the Minnesota Department of Transportation for the Riverview Corridor transit improvements Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the amendment to the agreement
5. * Approve purchase agreement with Burlington Northern Santa Fe Railway for acquisition of rail corridor in Ramsey and Hennepin Counties for \$1 million with the Ramsey County portion being \$150,000
6. * Approve agreement with Hennepin County Regional Railroad Authority for acquisition of Burlington Northern Santa Fe Railway corridor in Roseville for \$150,000 and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the agreement

* Action is requested



Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on Tuesday, June 3, 2003, in Council Chambers Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Victoria Reinhardt
Commissioner Susan Haigh
Commissioner Jim McDonough (left at 3:00 p.m.)
Commissioner Janice Rettman
Commissioner Jan Wiessner

OTHERS PRESENT: Steve Morris, Alicia Vap, Kris Longhenry, Paul Kirkwold, Kathy DeSpiegelaere, Dave MacMillan, John Choi, Kelly Scanlan, Joshua Straten, Terry Speiker

Chair Ortega called the meeting to order at 1:50 p.m.

1. Approve minutes from May 20, 2003 RCRRRA meeting

Motion made by Commissioner Bennett, seconded by Commissioner McDonough to approve the minutes from the May 20, 2003 RCRRRA meeting.

Roll call vote was taken on the minutes:

Ayes – 7, Nays – 0
Motion accepted.

2. Approve recommendation from LOCATE relating to the continuation of the study of feasibility of moving Postal Service operations from downtown St. Paul to the Twin Cities Army Ammunition Plant site

Commissioner Reinhardt moved the item with an amendment to the language, inserting "or alternative sites" into the language, seconded by Commissioner Bennett. Commissioner Reinhardt stated that the amendment was meant to accommodate the positions taken by the Minnesota Delegation regarding the relocation of the United States Postal Service (USPS) from Union Depot and to recommend that additional sites should be studied to determine their feasibility. Commissioner Rettman raised a concern regarding the selection of Union Depot as the only location for the multi-modal transit hub and the cost of the technical feasibility study that is underway. Commissioner Reinhardt clarified that the current agenda item under consideration refers only to the study of the Twin Cities Army Ammunitions Plant (TCAAP) site by the USPS.

Commissioner Bennett noted that the USPS will be required to buy the TCAAP land, rather than LOCATE's original understanding that it would be a governmental transfer with no cost. He concurs with the amendment to encourage the USPS to look at additional locations. Commissioner McDonough noted his concerns that if there were viable sites for the Postal Service's relocation, they would have surfaced by now.

Commissioner Haigh supported the amended resolution, and shared her concerns about that; the interests of the greater region seem to get lost in the discussion. She stated that the land use perspective should be considered by the Metropolitan Council.

Commissioner Wiessner stated that she agreed with the amendment; her opinion is the search should be broadened to include other sites. She suggested deleting the language "recommendation of LOCATE", and leave the resolution language to support the study. Commissioner Reinhardt and Commissioner Bennett agreed with the change. Chair Ortega agreed that was a good point. Commissioner Bennett mentioned the

opportunity for job growth if the United States Postal Service decides to combine five processing locations into one, however, the infrastructure in the City of Arden Hills does not exist to accommodate the required level of truck traffic. Chair Ortega noted all the points made are good ones, and the Board acts in the interests of the entire county. He added that the study needs to be completed in order to solve the issues, together.

Commissioner Rettman spoke to the current economic challenges. Chair Ortega noted the retail and bulk-processing center would stay in St. Paul. He commented that the USPS has been studying this for years and is looking toward the future.

Roll call vote was taken.

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, Ramsey County Regional Railroad Authority has an interest in implementation of Union Depot as a multimodal transit hub; and

WHEREAS, The use of the concourse associated with Union Depot by the United States Postal Service precludes the use of Union Depot as a multimodal transit hub; and

WHEREAS, Ramsey County Regional Railroad Authority supports the relocation of United States Postal Service operations currently being handled at the Union Depot concourse; Now, Therefore Be It

RESOLVED, That Ramsey County Regional Railroad Authority supports the study by the United States Postal Service to determine if moving postal operations to the Twin City Army Ammunition Plant or an alternative site is feasible.

3. Legislative update

John Choi stated that the Legislature has adjourned and this was not a good year for transit. He distributed a handout and reviewed it.

Commissioner McDonough asked for clarification regarding a 50 percent cap for Hiawatha, if operations costs exceeded the cap, would the State cover the difference? John Choi noted the intent is to keep the cap at the dollar amount; the language means that \$2.8 million is the largest amount of exposure for Hennepin County. Chair Ortega noted that on a biennial basis, the costs can be escalated. John agreed that was correct. Kathy DeSpiegelaere noted this was just a two-year provision; it is unclear what could happen after that. Commissioner Haigh added that the Legislature seems to recognize the importance of deciding how to fund transit in the future.

Commissioner Rettman asked when federal funding for Hiawatha operations evaporate. Steve Morris explained there is a federal fixed guideway amount of formula funding that comes to the region and a new federal transportation bill will be coming on line this fall; the last two or three transportation bills have included this provision.

Commissioner Bennett asked for additional discussion regarding the potential for a permanent Park and Ride facility at 694 and 35E. John Choi noted there is a legislative prohibition against using Mn/DOT dollars to fund temporary Park and Rides and to enhance bus service during reconstruction; this prohibition expires June 30, 2003. He stated that after that date, moving forward with new legislation, or working with Mn/DOT, can be considered.

Commissioner Haigh asked if privatization was only being considered for LRT, not for bus systems? John Choi agreed that was what the language says.

Commissioner Haigh confirmed that Hennepin lost \$19 out of their \$20 million in the unallotment for the Northwest Busway project. She noted that in two legislative sessions, \$60 million has been lost for transit.

Kathy DeSpiegelaere noted that the Governor could choose to issue the bonds next year. John Choi noted there was no legislation that canceled or repealed the 2002 bonding authority, but the Governor stated he would not issue those bonds.

Commissioner McDonough asked about the state's role in high-speed rail. John Choi stated that there was no discussion during this past session because it was not a traditional bonding year. Commissioner Reinhardt asked why the Governor might issue bonds from the 2003 session next year? John explained that normally those bonds are issued; Governor Ventura was the first Governor to not issue bonds from a legislative session. Kathy DeSpiegelaere explained it is a policy issue and to do a transit project, which requires a major investment of funds, one starts early and builds up sources of funds so there is not a large request in a given year.

Commissioner Reinhardt asked about how many miles will be impacted by fees for HOV lanes. John Choi stated it is metro-wide. She clarified that currently only 35W south and 394 have HOV lanes and 50% of the money must be used in those corridors. John stated that the collection point or tagging system has yet to be determined. Commissioner Haigh thanked John for his efforts. Chair Ortega echoed those thanks.

4. Central Corridor update

Steve Morris stated that the Cultural Resources work is getting underway and should be done in about 60 days, then another 30 days to amend the reports, and then the Draft Environmental Impact Statement will be ready for federal approval. He commented that staff has been working with the Metropolitan Council to create the application for federal funds, for which the RCRRA approved the local match approximately 6 weeks ago. He noted that Requests for Proposal are being prepared and the filing will be considered at the Transportation Committee meeting on June 23rd, and then at the full Council on the 25th.

Commissioner McDonough asked if the Metropolitan Council could choose to not file. Steve Morris said he could not see a reason that they would choose to not file. Commissioner Haigh said her conversations with Peter Bell, Chair of Metropolitan Council, indicates he supports the project.

5. Burlington Northern Rail Corridor Acquisition

(Commissioner McDonough left at this time)

Alicia Vap presented material regarding the two miles of abandoned Burlington Northern line. Discussion was held regarding the proposed acquisition and maintenance. This item will be on the agenda for a vote at the next meeting.

6. Agreement with Hennepin County for Acquisition of Burlington Northern Rail Corridor

Alicia Vap presented material regarding an agreement with Hennepin County, which will be presented for action at the next meeting. Discussion was held regarding funding and payment to Hennepin County.

7. Approve extension of contract with Himle Horner, Inc. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment

Motion by Commissioner Bennett, seconded by Commissioner Haigh to approve extension of contract with Himle Horner, Inc. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment.

Roll call vote was taken.

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with Himle Horner, Inc. for public education consulting services on the Central Corridor Transit Study; and

WHEREAS, The contract with Himle Horner had been previously extended to expire June 30, 2003; and

WHEREAS, The review of the Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit and Baseline Alternatives for University Avenue by the Federal Transit Administration has not yet been completed; and

WHEREAS, The public education for this contract needs to be extended until December 31, 2003; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority extends the contract with Himle Horner through December 31, 2003 at no additional cost; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract amendment.

8. Approve extension of contract with URS, Corp. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment

Motion by Commissioner Bennett, seconded by Commissioner Haigh to approve extension of contract with URS, Corp. for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the contract amendment.

Roll call vote was taken.

Ayes – 6, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional engineering and planning work of URS, formerly known as BRW, Inc., for the purpose of the Central Corridor Transit Study; and

WHEREAS, The contract with URS had been previously extended to expire June 30, 2003; and

WHEREAS, The review of the Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit and Baseline Alternatives for University Avenue by the Federal Transit Administration has not yet been completed; and

WHEREAS, The professional engineering and planning work for this contract needs to be extended until December 31, 2003; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority extends the contract with URS through December 31, 2003 at no additional cost; and Be It Further

RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute the contract amendment.

Chair Ortega adjourned the meeting at 3:11 p.m.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Halpern
Authorized Signature

6/5/03
Date

Board Action Requested

Presentation by Larry Dowell, St. Paul Area Chamber of Commerce, on the "Twin Cities Transportation System" proposal.

DISCUSSION ONLY

Request Justification

See attached information.

Budgeting and Accounting

Mark Johnson

County Attorney

Bill White

Risk Management

Documentation certified complete for:

June 10, 2003

Board Date

Kristine A. Longhenny
Signature

June 5, 2003

Date

Twin Cities Transportation System

*A business perspective on
meeting regional needs*

An economic development initiative
May 2003

Sponsored by the
Metropolitan Coalition of Chambers

Twin Cities Transportation System

A business perspective on meeting regional needs

An economic development initiative
Sponsored by the Metropolitan Coalition of Chambers

Introduction

Many factors shape regional economic vitality. The ability of a region's business community to compete and thrive in the national and world economy is one of the most significant factors. The Twin Cities business community is proud of the record it has achieved on this front. It has established itself as one of the country's largest and most significant centers of economic activity. However, its continued prosperity is threatened by a major element of the economic landscape—the region's transportation system.

The quality of the Twin Cities transportation system and its ability to meet the needs of its users are critical determinants of business performance. Travel times, accessibility and reliability in the transportation system have a profound influence on the ability of businesses to carry out daily activities, including the transport of workers and the delivery of goods and services.

Unfortunately, our system's performance has deteriorated in recent years and fails to adequately serve the needs of the business community. Worse yet, the region's transportation system promises to grow more inadequate if major steps are not taken to prevent this.

The Metropolitan Coalition of Chambers, a coalition of metropolitan area chambers of commerce, believes that the business community must take an active role in expanding our region's transportation system. This report is the Chambers' first effort to take collective action to improve the region's transportation system. The coalition hopes that this report and its commitment to proactive involvement in future transportation debates will help to achieve two main objectives: 1) serious consideration by transportation officials of the business community's perspective on and recommendations for future transportation investments, and 2) assurance that future investments in the system will facilitate business activity and build the region's economy.

The report is divided in three parts. First is a description of the challenges and inadequacies facing the current transportation system. This section profiles the extent of congestion in the region, what has contributed to it, and the impact it has on metro area businesses. Section two is a list of principles that the business community advocates for transportation planning. The list is based upon research by the coalition and experiences, frustrations and opportunities brought to the coalition's attention by its members—the Twin Cities business community. The coalition believes that its principles will maximize mobility throughout the region at the lowest possible cost. The final section of the report presents the business community's recommendations for improving the transportation system. They are not comprehensive nor in priority order. Instead, the recommendations reflect examples of projects, management techniques and planning concepts the business community feels are consistent with its principles and would improve the functioning of the transportation system.

For the purposes of this report, "regional projects" include any part of the transportation system that runs through three or more municipalities or is part of an integrated system. "Twin Cities" is equivalent to the seven-county Twin Cities metropolitan area.

Section 1. Findings

Congestion Profile

The Minnesota Department of Transportation (MNDOT) reports a nearly 20-fold increase in the number of congested roadway miles in the region since 1970. As a result, the average person going to work in the Twin Cities wasted 54 hours in congestion in 2000. This contributed to a per commuter loss of \$1000 in time and fuel, or \$1.2 billion for the region. These statistics alone paint a bleak picture of the transportation situation in the Twin Cities.

The Texas Transportation Institute's *2002 Urban Mobility Report* reveals other problems. For example, the percentage of lane-miles that are congested during peak periods in the region has increased from 15% in 1982 to 60% in 2000 on freeways, and from 30% in 1982 to 65% in 2000 on principle arterial streets. The report also estimates that the Twin Cities needs 54 lane-miles of freeway and 45 lane-miles of principle arterial streets added annually to prevent congestion growth. According to the Metropolitan Council, between 1990 and 2000, only 151 lane miles of freeway were added to the system, or 15 miles per year. This number is expected to consistently decline over time.

The scope of the challenges facing the Twin Cities transportation system is perhaps best understood on a comparative basis. Of the 75 metropolitan areas surveyed in the *2002 Urban Mobility Report*, the Twin Cities ranked 1st in the percent increase of peak period travel in congestion from 1982 to 2000. It ranked 2nd in the percent increase of all daily travel in congestion for the same period.

The Twin Cities showed poorly in a number of other categories surveyed in the report. Of the 75 regions, the Twin Cities ranked (all rankings are based on 2000 data, unless indicated):

- 3rd worst in point change in travel time index for '82-'00.
- 13th worst in travel time index
- 16th in annual gallons of fuel wasted
- 17th in annual cost of congestion
- 18th worst in Roadway Congestion Index¹

More importantly, the Twin Cities can be compared to the 29 other regions that fall into its same size category ("large regions"). Of the 30 regions, the Twin Cities ranked:

- 13th in the 2000 Roadway Congestion Index

¹ The RCI is a weighted volume/capacity ratio comprising freeway and principal arterial components.

- 2nd (behind West Palm Beach) in the greatest percentage change in the Roadway Congestion Index for 1982-2000.

Figure 2 provides RCI data and population data for all 30 of these regions.

While the Twin Cities is not listed among the worst ten regions on most transportation system marks, the rate at which congestion is increasing in the region is one of the highest of all 75 regions. If this rate continues, the Twin Cities could quickly and easily see itself emerge into the worst ten regions on a number of system marks.

Since population growth is a key driver of congestion, it is worthwhile to note that of the 75 regions surveyed, population growth in the Twin Cities for the period 1982 to 2000 was 24th highest.

Sources of Congestion

Demographic changes are responsible for much of the increase in congestion experienced in the region in the past 30 years. In 1970, 33% of households in the region had two or more automobiles. By 1990, this figure reached 58% (due in part to the increase in multiple-worker households). The result of this trend has been a dramatic rise in auto traffic as well as in the number of single-occupant vehicles on the road. Automobiles account for over 93% of all person-trips in the region.²

In 1970, 54% of the region's households were located outside Minneapolis and St. Paul. In 1990, this figure reached 69%. A similar trend affected the distribution of jobs in the region. In 1970, 44% of the region's jobs were located outside Minneapolis and St. Paul; by 1990, this figure was 63%.³ Both of these trends have contributed to a rise in the volume of suburb-suburb commuting, which now outweighs the volume of suburb to urban commuting in the region. The result of this shift in travel movements is that we now have a more tangled "web" of commuters on the landscape than in the past.

The 1990's were a period of rapid job growth in the region. Between 1990 and 2000, more than 250,000 jobs were added to the 11 Minnesota counties in the Twin Cities metropolitan area. In addition, 33% more workers commuted to the state's job epicenter (Hennepin and Ramsey counties) in 2000 (350,000 workers) than in 1990 (263,000 workers).⁴ Distances traveled by workers during this period (length of commutes) increased as well. To and from work trips represent the greatest demand on the system making the expansion of system capacity during peak-traffic hours one of the key challenges facing transportation planners.

The Twin Cities is expected to continue growing at a healthy rate. It is projected that the region will gain 635,000 new residents, 320,000 new households and 312,000 new jobs between 2000

² Metropolitan Council Transportation Policy Plan, 2001.

³ Metropolitan Council Transportation Policy Plan, 2001.

⁴ "Journey to Work and Place of Work," 1990/2000 Census Data, U.S. Census Bureau.

and 2025. Vehicle Miles Traveled are expected to increase from 57 million per year to 79 million per year in the same period, or a 38% increase.⁵

This growth and increased travel activity will take place on top of a relatively fixed number of roadway miles. The inadequacy of the current system to meet today's needs will pale in comparison to the situation in the next several decades if transportation investments are not wisely planned and adequately funded.

Business Impact

The transportation system is crucial to the success of Twin Cities businesses. The business community is very familiar with the costs imposed on it by a system that is not efficient, accessible and reliable. These include 1) higher shipping costs; 2) reduced worker productivity; 3) worker tardiness; 4) shrinkage of customer and employee base; 5) declining competitiveness as a consequence of all of these factors.

These costs will be magnified if the region does not take an aggressive approach toward transportation planning and make implementation possible with adequate funding. If these two things do not happen, travel demand will outpace improvement, congestion will increase, accessibility will decline and infrastructure will age at an ever-faster rate.

Environmental Impact

Pollution from vehicle emissions creates additional costs for all those who use the transportation system. As congestion increases, emissions, and thus pollution levels, rise. Gasoline and diesel vehicle emissions have been linked to chronic illness, asthma attacks, cancer and reduced life expectancy. In a University of California study, it was estimated that a 10% reduction in emissions in the Twin Cities in 1990 would have reduced the health-related costs of air pollution by between \$35 million and \$540 million.⁶ The wide range of this estimate reflects the high degree of uncertainty surrounding the health impacts of pollution and how to measure them.

Air pollution from vehicle emissions also imposes a number of non-health-related costs. These include, but are not limited to, global warming, crop loss, damage to materials, forest damage and loss of visibility. The Center for Transportation Studies estimates that together, these non-health-related costs equal about 50 percent of health-related costs.⁷

Reducing congestion on Twin Cities roadways is thus vital not only to insure mobility and economic vitality in the region, but also to protect residents and natural resources from the health and environmental consequences that congestion helps to cause.

Opportunities

⁵ Presentation by Frank Pafko, MNDOT, 1/17/03.

⁶ "The Annualized Social Cost of Motor Vehicle Use in the U.S. Based on 1990-1991 Data," University of California at Davis, 1996.

⁷ "The Full Cost of Transportation in the Twin Cities Region," Center for Transportation Studies, University of Minnesota, 2000.

The number of roadway miles in the Twin Cities is going to remain relatively fixed over the next several decades. There is limited opportunity to expand the system due to physical constraints (roads constructed in the 1960s and 1970s are reaching the end of their design life), funding constraints, and social and environmental values. We must seek alternatives to building our way out of congestion. These alternatives must focus on preserving and improving the current infrastructure to increase its capacity and efficiency over time. A balance should be sought between carrying out traditional preservation efforts (repairing and replacing pavement, bridges, and other physical elements of the system) and employing creative new approaches to improving the system, e.g. greater reliance on technology that enhances system mobility by creating Intelligent Transportation Systems (ITS).⁸

Peak system demand can be reduced with greater reliance on the transit system. Transit takes 275,000 single occupant trips off the region's roadways on an average day, according to the Metropolitan Council. If a significant portion of travel demand growth over the next 25 years can be captured by transit, increases in roadway congestion will be minimized. Currently about 40% of workers in downtown Minneapolis and 20% in downtown St. Paul use transit to get to work.⁹ Transit ridership has increased at a healthy rate over the past several years (e.g. a 20% increase for 1996-2001¹⁰). It would serve the region well to commit the necessary resources to maintain a high and steady rate of growth in transit ridership.

Significant opportunity also exists to improve the freight system in the region. While freight movement relies heavily on the highway and road system, it also requires specialized system features and infrastructure. Twin Cities businesses that ship to international markets are at particular disadvantage when it comes to the transportation system. The network of freight forwarders in the region is poorly coordinated. As a result, it takes six days for cargo to reach its destination from the Twin Cities.¹¹ Frustrated with this delay, international companies operating in the region rely on Chicago's air cargo hub for their international transport needs. Eighty-nine percent of the Twin Cities' international air cargo is trucked to Chicago and other gateways—but mostly Chicago.¹² Chicago has 314 international passenger flights and 52 international freighter flights weekly. MSP has 41 and 0, respectively. Some companies have even moved business segments and distribution services to Chicago or other regional hubs.

As domestic and international cargo volumes nearly double over the next two decades, the inadequacies of the region's air freight system will become even more obvious. Establishing a regional air freight distribution center in the Twin Cities would prevent delays from getting worse. A regional distribution center would encourage existing companies to maintain their distribution services in the region, and attract new international companies to the region. It would consolidate the region's international cargo and enable it to negotiate for direct

⁸ Intelligent Transportation Systems apply high technology and computer power to existing freeway, traffic and transit systems to increase their safety and efficiency.

⁹ Presentation by Nacho Diaz, Metropolitan Council, 1/10/03.

¹⁰ Presentation by Nacho Diaz, Metropolitan Council, 1/10/03.

¹¹ Minnesota Department of Transportation.

¹² Between January and November, 2002, 1,172,649 metric tons of freight and mail arrived or departed by plane in Chicago (up 3.3% from the previous year) versus 294,850 tons for MSP (down 6.38%). Data provided by the Metropolitan Airports Commission.

international service. In other words, MSP would become an international air cargo hub. Such a hub could reduce travel times for international freight from six days to two or three days.¹³

By adequately serving the air cargo needs of the region, we would reduce delays and the business costs associated with them. A regional distribution center would improve the competitiveness of the region, help it retain existing companies and attract new ones. While we currently meet domestic air freight needs fairly well, new security requirements will challenge our ability to meet these needs in the future. A regional distribution center would help the region address these challenges as well.

Many of the region's businesses also contend that our intermodal infrastructure is unsatisfactory. The intermodal system handles freight that travels over a combination of rail, water, truck or air. This highly specialized infrastructure substantially increases the efficiency of goods movement by eliminating the costly breaking down and repacking of freight.

In today's environment of e-commerce and just-in-time delivery, logistic systems have become major value-added strategies for firms. As a result, an effective intermodal system that maximizes freight mobility is key to maintaining firms' competitiveness. The intermodal system already supports 20% of freight traffic. The Twin Cities would benefit from intermodal facility expansions and service improvements that would better accommodate current and future demand for this efficient mode of transport.

Section 2. Principles

Based on its research of the region's transportation system, discussions with MNDOT and Metropolitan Council officials, and feedback from the local business community, the Metropolitan Coalition of Chambers has developed a set of principles for transportation planning. It believes that following these principles will help the region maximize its mobility at the lowest possible price. The principles are based upon an understanding of the problems with the current system, the challenges that perpetuate these problems, and the opportunities available for improving the system.

General System Principles

1. Provide stable and continuous source of funding, recognizing that better transportation systems are the result of continuous long-term investment. This allows for major systemic changes versus the patchwork fixes that one-time money buys.
2. Promote a multi-modal approach to transportation planning to maximize system capacity.
3. Promote the use of state or regional funding sources for transit operations as opposed to local funding options such as the property tax.
4. View transportation planning from a regional perspective. Recognize that investments in one locality impact other localities.
5. Agree ahead of time on what costs and benefits will be measured in analyzing projects.
6. Be up-front on the costs and benefits of alternative solutions to transportation problems.

¹³ Presentation by Bill Gardner, MNDOT, 1/24/03.

7. Create an appeals process for local governments that oppose regional transportation projects.
8. Promote active management of the transportation system to minimize congestion. Activities should include everything from use of park and ride lots to carpooling to staggered business hours.
9. Recognize that some parts of the transportation infrastructure may work best if owned and operated by the private sector.

Highway/Road System Principles

10. Make completion of highway projects with the greatest regional impact (e.g. I-494/I-694 beltway) the highest priority.
11. Ensure that sufficient resources are available to complete projects already started before initiating new ones.
12. Reconstruct system elements that are contributing to highway congestion.
13. Develop sufficient minor arterial road capacity to minimize short and mid-range trip takers' use of highways.
14. Maximize the potential of "incident management" in reducing congestion. (Incident management resources include cameras, monitors and other tools that help to relieve incident-related congestion faster.)
15. Enhance system safety. (E.g., equip all bridges with shoulders, eliminate hazardous road design, etc.)

Transit System Principles

16. Promote versatility in the transit system.
17. Make the bus system its backbone. Rail (i.e. light or commuter) should supplement this system where it is cost effective. (Regions with effective transit systems have bus and rail systems that complement each other. The Twin Cities' current "either/or" mentality restricts its potential to create a better system.)
18. Maximize transit's potential to reduce congestion by emphasizing dedicated bus ways and bus-only shoulders.
19. Create transit lines that connect suburbs where such access is in demand. Avoid an exclusive suburb-central city transit system mentality.

Freight System Principles

20. Experiment with new approaches to managing truck traffic.
21. Make the time necessary to move freight to international destinations competitive with that in other major metropolitan areas.
22. Insure that intermodal freight facilities are sufficient to meet the region's current and future economic needs.

Section 3. Recommendations

The following tables provide examples of investments that meet the business community's principles for transportation system planning and implementation. Examples are grouped into three categories: 1) specific projects; 2) management techniques; and 3) planning for new elements of our transportation system. The examples are not in priority order. Figure 3 maps the examples of specific projects.

The examples of projects consistent with our principles only cover the period up to 2010. Looking beyond that date, many more investments will be required to preserve mobility in the system. These include, but are not limited to, the construction of at least one more dedicated busway by 2025 and the addition of another 600 buses.

Implementation of all recommendations will depend on the availability of funds. To this end, the Metropolitan Coalition of Chambers supports the Minnesota Transportation Coalition's 2003 Funding and Efficiency Proposals. By increasing funding for projects statewide, these proposals provide a good start toward financing our vision for the region's transportation system. Whether or not the 2003 Legislature adopts this specific package, our hope and expectation is that it will act to substantially increase transportation funding, improving the likelihood that our priority projects will be completed in a timely fashion. In addition, it is hoped that a portion of new funding will be spent on improving system management techniques and studying new system elements.

Twin Cities Transportation System:
Examples of Specific Projects (to be completed by 2010)

System	Examples of specific projects	Estimated cost ¹	Comments
Highway /Road	- I-494 / I-694 beltway: Complete 6 lanes and related beltway needs - I-694 from I-35 W to West Jct. I-35 E - I-694 from I-35E to I-35 E East - I-694 from East Jct. I-35E to TH 36 - I-694 from TH 36 to I-94 - I-494 from I-94 to Lake Blvd. - I-494 from TH 100 to TH 212 - I-494 from TH 212 to I-394 - I-494 from I-394 to I-94 - I-94 from Weaver Lake Rd to TH 100 - I-494 from Lake Blvd. To South St. Paul - I-494 from 34th Ave. to TH 100	\$1.8 B²	Completion of this project is crucial for reducing congestion on the vital roadways that connect the region's major job centers. Because we believe this investment should be the region's highest freeway system priority, we have listed no additional examples of priority projects, none of which are as important as completing the freeway ring. When other investments are considered, they should be selected and prioritized based on the principles in section two.
Transit	- Light rail transit: Hiawatha (under way); Central (dwn Mpls. - St. Paul) - Commuter rail: Northstar line - Dedicated bus ways: Northwest (underway); Rush Line; Riverview; Cedar Avenue - Unspecified transit: Southwest/Midtown - Bus-only shoulders (15) per Metropolitan Council Transportation Policy Plan (see list in Figure 1) - Increase bus fleet by 50%³	- Capital: \$500 M/line;⁴ Operating: \$17 M/yr - Capital: \$300 M; Operating: \$15 M/yr - Capital: \$110 M /dedicated busway Operating: \$6 M/yr - Uncertain \$104 M - Capital: \$440 M; Operating: \$70 M/ year⁵	These projects have broad support from planners, analysts and the community. Increasing the bus fleet and constructing additional dedicated busways and bus-only shoulders will improve the capacity and efficiency of the bus system and underscore its role as the backbone of the transit system. In corridors where there is greatest transportation demand, rail can be a cost-effective way to further reduce congestion.

¹ These estimates are very preliminary. Geographic considerations, implementation dates and other variables will ultimately determine project expenses. Due to the preliminary nature of the estimates, the Coalition has not provided totals for each investment category.

² The State of Minnesota applies for federal funding assistance for major highway projects. Typically, the federal government finances 80% of these projects and the state covers the remaining 20%. Some segments of the beltway listed have received federal funds and their implementation dates have been set. Others have not received federal approval for funding and do not have an implementation date. Details can be found in the Metropolitan Council's Transportation Policy Plan, January, 2001.

³ In 1999, the state had a bus fleet of 1225. Impending service cuts may reduce this number this year. Due to the uncertainty, the coalition has chosen to provide its bus fleet recommendations in the form of percentages instead of actual numbers. The fleet should grow at a constant rate sufficient to reach the desired 50% increase by 2010.

⁴ The Central line is estimated to significantly exceed this estimate, perhaps by as much as \$350 million.

Twin Cities Transportation System:
Examples of Specific Projects (to be completed by 2010)

System	Examples of specific projects	Estimated cost	Comments
Freight	• Additional intermodal facility • Regional air freight distribution center • Open HOV lanes to trucks	• \$10 M to \$100+ M • \$71 M • Little to none	Freight mobility (interregional and international) would be significantly improved if these investments were made. They are necessary for making the region competitive in national and world markets.

⁵ The State of Minnesota also applies for federal funds for transit projects. Typically, for light rail, commuter rail and busway investments, the federal government provides 50% of the funds required, the state provides 40%, and regional bonds cover the remaining 10%. Financing for bus-only shoulders comes out of the state trunk highway fund (where the federal government provides approximately 80% of funds and the state 20%). Finally, 45% of the cost of expanding the bus fleet is projected to come from federal sources, 6% from state sources, 14% from Metropolitan Council bonding, and the remaining 35% from a yet unidentified source. The Hiawatha light rail line is the only transit project that has received funding.

Twin Cities Transportation System: Examples of Management Techniques

The hidden or less obvious elements of the transportation system are often those most responsible for improving system efficiency, safety and reliability. These elements include ramp meters, the highway helper program and the use of other management technology. In contrast to the most visible elements of the system (e.g. highways, roads, bridges) which are static in nature, these elements are dynamic, responding to changes in traffic patterns and conditions. Their implementation and proper use can contribute to significant travel time savings, improved throughput, fewer crashes and fatalities, energy and environmental benefits and cost reductions.¹⁴ The region should maximize the potential of these system elements to reduce congestion and make its progress in implementing them competitive with other major metropolitan areas.

Ramp meters

The Twin Cities ramp metering system was shut down in the fall of 2000 to test its impact. Major findings from the test indicated that the shutdown resulted in significant degradation of traffic operations and increases in accidents. While the ramp metering system may need to be consistently evaluated to insure green cycles are appropriate, the business community believes it is an effective traffic management technique that should remain in use.

Highway helper

While the focus of frequent jokes, the highway helper program's role in reducing incident-related delays is significant. As a general rule of thumb, for every minute a traffic lane is blocked by an incident, four minutes of congestion are created.¹⁵ The highway helper program eliminates the source of delay immediately, rapidly alleviating incident-related congestion.

Technology—Intelligent Transportation Systems (ITS)

ITS's use technology and computer power to improve the efficiency and safety of transportation systems. ITS elements include traffic signal systems, global positioning systems, weather information systems, commercial vehicle electronic clearance, and real-time traveler information. Electronic message signs, closed-circuit TV cameras and loop detectors are some of the tools used in the operation of these systems. Land and funding constraints restrict our ability to significantly expand the transportation infrastructure. However, these elements are realistic and promising means to accommodate increases in population and congestion.

¹⁴ "What are Intelligent Transportation Systems?" Center for Professional Capacity Building, Texas Transportation Institute.

¹⁵ Incident Management Program, MNDOT.

Twin Cities Transportation System: Planning Recommendations

Planning recommendations—new system elements	Comments
Suburb-suburb bus lines	Suburb-suburb traffic volume now outweighs suburb-urban traffic volume. Congestion along transportation corridors that connect suburbs can be just as bad as, or worse than, congestion along corridors connecting suburbs to the urban core. Suburb-suburb commuters currently have no transit options. They will face increasing congestion in the next few decades as population increases and residential and commercial development extend further into outer-ring suburbs. The state or a contracted third party should perform a cost-benefit analysis that answers the question: What impact would suburb-suburb transit lines have on travel demand and congestion in these corridors?
A freight airport	The state, on its own or contracting with a private party, should conduct an analysis on the future air cargo needs of the region. The analysis should answer the question: will the construction of a regional distribution center (see specific project recommendations) satisfy the region's future demand for air freight transport, or is the construction of a separate freight airport necessary to meet the needs of the region's international business community? In addition, if a separate freight airport is deemed unnecessary, would the region benefit from the construction of a freight-only runway at MSP?
Increase development density in some areas and build transit system capacity accordingly	Transit systems are best suited to operate in high-density urban areas. High density areas provide the greatest round-the-clock transit demand. This keeps vehicles from operating significantly below capacity and maximizes fare collections, enabling the system to recover more of its expenses and offer more capacity. The region should conduct a study that addresses the following issues: Are there opportunities to increase development density in some communities and expand transit service, accordingly? What are the costs and benefits of doing so? Would the region's overall economic and social performance improve as a result?

Figure 1.

Bus-only Shoulders

As proposed in the Metropolitan Council's Transportation Policy Plan, Jan. 2001

Freeway Corridors

- Bus-only shoulders with improved standards:
 - TH 36 from I-35E to Stillwater
 - I-94 east from St. Paul CBD to County Rd. 15
 - I-94 from Mpls. CBD to I-694 and from I-494 to TH 610
 - Lafayette Freeway from St. Paul CBD to Upper 55th St.
 - I-494 from TH 77 west and north to I-94
 - I-494 from TH 77 east to TH 61
 - I-494/I-694 north and west from TH 61 to I-35E
 - I-694/I-94 from I-35E west to TH 610
 - I-35E south from St. Paul CBD to I-494
 - I-94 between the two downtowns
 - TH 61 south from St. Paul to Cottage Grove
 - TH 77 from I-35E to County Rd. 42
 - TH 169/County Rd. 18 from TH 610 to TH 101
 - I-35W north from County Rd. 1 to 95th
 - I-35E north from TH 36 to White Bear Lake
- Extension of HOV lane on I-35W from I-494 to 46th Street

Figure 2.
From the Texas Transportation
Institute's 2002 Urban Mobility Report

Region (30)	2000 Pop.	'82-'00 %	'94-'00 %	Pop. Density	RCI '82	RCI '94	RCI '00	'82-'00 chan	'94-'00 change
Atlanta	2.98 M	85	24	1640	0.77	1.13	1.32	55	19
Baltimore	2.17 M	28	2	2895	0.75	1	1.1	35	10
Buffalo	1.11 M	3	4	1930	0.53	0.68	0.76	23	8
Cincinnati	1.29 M	14	2	1945	0.7	1.00	1.13	43	13
Cleveland	1.89 M	8	4	2285	0.68	0.91	0.97	29	6
Columbus	1.04 M	25	5	2145	0.63	0.94	1.02	39	8
Denver	1.91 M	41	14	2275	0.82	1.02	1.23	41	21
Ft. Lauderdale	1.66 M	46	18	3000	0.69	1.03	1.23	54	20
Indianapolis	1.02 M	19	5	2060	0.64	1.05	1.13	49	8
Kansas City	1.42 M	30	8	1420	0.5	0.70	0.81	31	11
Las Vegas	1.20 M	167	33	4140	0.69	1.13	1.23	54	10
Miami	2.27 M	31	17	4055	0.95	1.22	1.28	33	6
Milwaukee	1.37 M	13	10	2375	0.71	0.91	1.08	37	17
New Orleans	1.10 M	8	2	2985	0.92	0.99	0.97	5	-2
Norfolk	1.50 M	8	2	1525	0.84	0.91	0.96	12	5
Oklahoma City	1.08 M	69	27	1565	0.65	0.77	0.87	22	10
Orlando	1.20 M	97	21	1845	0.82	0.96	1.11	29	15
Phoenix	2.60 M	82	22	2320	0.95	1.04	1.27	32	23
Pittsburgh	1.79 M	-1	1	1770	0.7	0.74	0.77	7	3
Portland	1.50 M	33	15	3030	0.81	1.12	1.27	46	15
Sacramento	1.40 M	68	14	3400	0.76	1.12	1.25	49	13
San Antonio	1.25 M	30	3	2500	0.69	0.81	1.05	36	24
San Bernardino	1.41 M	57	6	2585	0.78	1.12	1.26	48	14
San Diego	2.71 M	52	6	3690	0.79	1.16	1.32	53	16
San Jose	1.68 M	29	9	4350	1.07	1.15	1.34	27	19
Seattle	2.00 M	39	5	2285	1.07	1.09	1.23	16	14
St. Louis	2.04 M	9	3	1805	0.87	0.99	1.03	16	4
Tampa	1.95 M	37	10	1460	1.07	1.16	1.13	6	-3
Twin Cities	2.48 M	41%	14	2005	0.66	1.04	1.22	56	18
W. Palm Beach	1.03 M	79	20	1745	0.57	0.98	1.15	58	17
Averages	1.67 M	40.21	10.87	2220	0.76	0.99	1.12	36	13

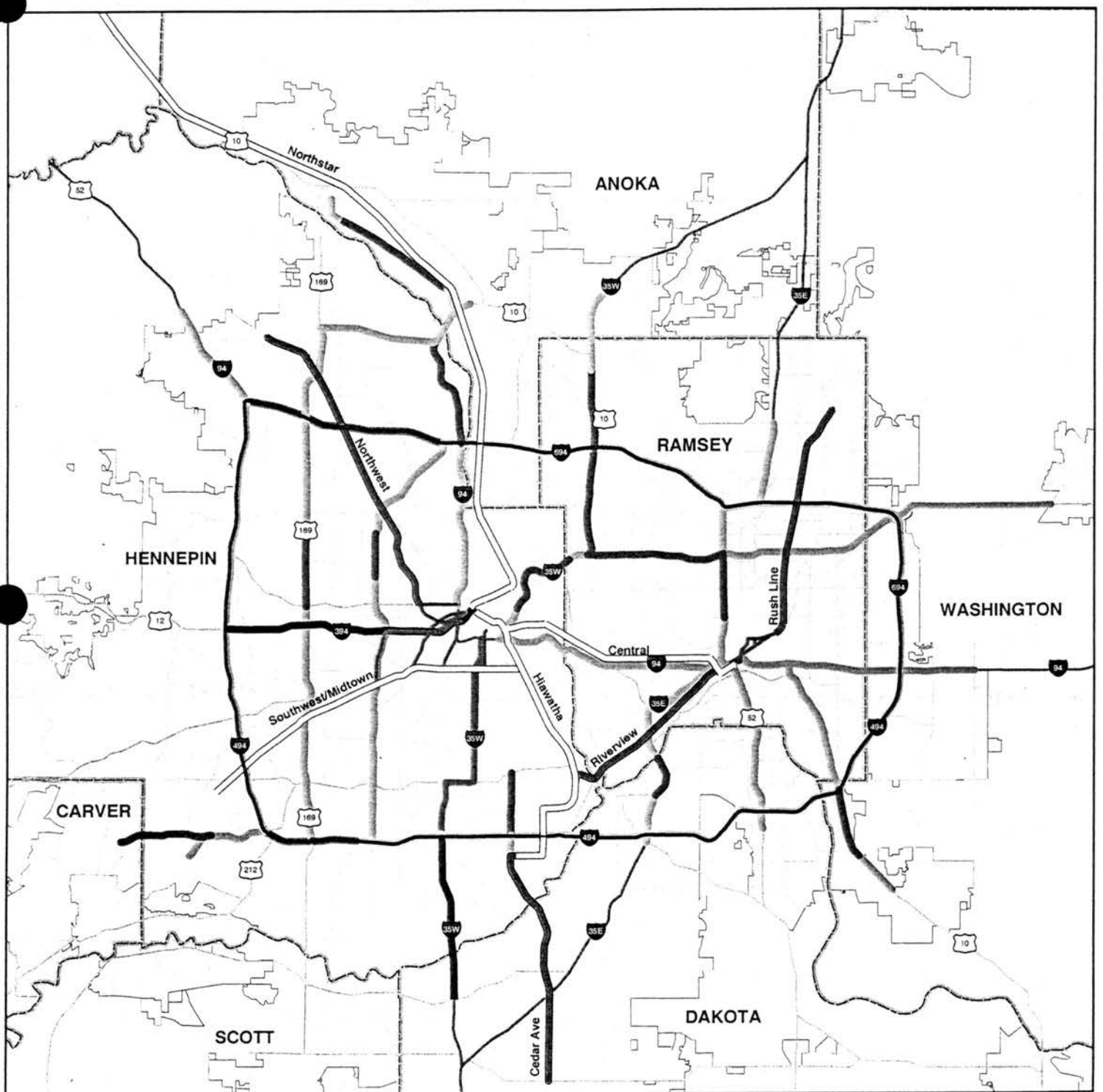
'82-'00/'94-'00 % = percent change in pop. for given period

Pop. Density = pers/sq. mi

RCI = Roadway Congestion Index

'82-'00/'94-'00 change = point change in RCI for given period

Examples of Specific Projects (to be completed by 2010)

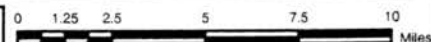


Highways and Transitways (By 2010)

-  I-494 / I-694 Highway Corridor
-  Commuter Rail
-  Light Rail Transit (LRT)
-  Unspecified Transit
-  Dedicated Busway
-  Downtown Busway Connector Alternative

-  Existing HOV Lane
-  Proposed HOV Lane
-  Existing Bus-Only Shoulder
-  Proposed Bus-Only Shoulder
-  In 2000 MUSA as of Oct. 1998

Twin Cities Metropolitan Council, Transit 2020, Regional Transit Master Plan.



Prepared for the Minnesota Chamber of Commerce by Minnesota
Land Management Information Center, May 2, 2003.

Project code: MNCOG

Metropolitan Coalition of Chambers

Members

Anoka Area Chamber of Commerce

Board Member Representative: Butch Melton, Sam's Club/Maple Grove

Burnsville Chamber of Commerce

Board Member Representative: Jim Marchessault, Business Card Service, Inc

Eden Prairie Chamber of Commerce

Elk River Area Chamber of Commerce

Board Member Representative: Liz Harris, Elk River Star News and Shopper

Forest Lake Area Chamber of Commerce

Board Member Representative: Rob Griffin, Gaughan Properties

Hastings Area Chamber of Commerce

Board Member Representative: Marcia Rash, Wells Fargo Bank

I-94 West Chamber of Commerce

Board Member Representative: Bill Endres, Riverview Community Bank

Midway Chamber of Commerce

Board Member Representative: Paul Knapp, Space Center Ventures, Inc

MetroNorth Chamber of Commerce

Board Member Representative: Duane Arens, Connexus Energy

Minneapolis Regional Chamber of Commerce

Board Member Representative: Jac Sperling, Minnesota Wild

North Hennepin Area Chamber of Commerce

Board Member Representative: Don DeMorett, Robert Bosch Packaging Technology

Northern Dakota County Chamber of Commerce

Board Member Representative: Greg Wilken, Seaton, Beck & Peters, PA

Northwest Suburban Chamber of Commerce

Board Member Representative: Mary Roehl, Vinland National Center

Quad Area Chamber

Richfield Chamber of Commerce

Board Member Representative: Marv Bjugan, Richfield State Insurance

River Heights Chamber of Commerce

Board Member Representative: Ed Gutzman, Mainstreet Bank

Saint Paul Area Chamber of Commerce

Board Member Representative: Don Maietta, Coldwell Banker Burnet

Twin Cities North Chamber of Commerce

Board Member Representative: Chuck Morris, Micro Control Company

TwinWest Chamber of Commerce

Board Member Representative: David Lenzen, Liberty Diversified Industries

Wayzata Area Chamber of Commerce

Board Member Representative: Kathy Probelski, Wells Fargo Bank

Staffing provided by the Minnesota Chamber of Commerce.

Funding for this initiative provided by local chambers and their members.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date _____

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

Information on Central Corridor status will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 10, 2003

Board Date

Kristine A. Longhenny
Signature

Signature _____

June 5, 2003

Date _____

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/5/03
Date

Board Action Requested

Approve extension of agreement 79236 with the Minnesota Department of Transportation for Riverview Corridor transit improvements through July 31, 2004 at no additional cost and authorize the Chair of the RCRRA to execute the amendment to the agreement.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere dated 6/5/03
3. Map of proposed additional shelters
4. Amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 10, 2003
Board Date

Kristine A. Longhenry
Signature

June 5, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____

No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has Grant No. 79236 with the Minnesota Department of Transportation to add transit improvements of bus shelters, lighting and benches along the Riverview Corridor in the amount of \$1,875,000; and

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches in the amount of \$1,875,000; and

WHEREAS, Metropolitan Council will satisfactorily complete installation of transit improvements with \$317,676 remaining fund balance; and

WHEREAS, Metropolitan Council proposes to add bus shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall at a cost not to exceed the \$317,676 in remaining funds; and

WHEREAS, the Minnesota Department of Transportation Grant No. 79236 has been amended to allow this work to occur and to extend the expiration date to July 31, 2004; Now, Therefore Be It

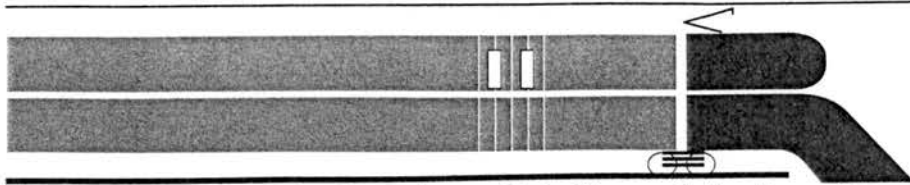
RESOLVED, Ramsey County Regional Railroad Authority authorizes its Chair to sign grant 79236 contract extension with the Minnesota Department of Transportation for the Riverview Corridor.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners

From: Kathryn DeSpiegelaere, Director

Subject: Extend Grant Contract 79236 for Riverview Corridor bus shelters with Minnesota Department of Transportation through December 31, 2003, at no additional cost

Date: June 5, 2003

The Ramsey County Regional Railroad Authority (RCRRA) has a grant with the Minnesota Department of Transportation for bus shelters, lighting and benches along the Riverview Corridor. RCRRA has a grant contract 79236 with Metropolitan Council to administer the \$1,875,000 in federal (80%) and state (20%) funding for this work. Metro Transit received bids that were less than their original estimates for the bus shelters, lighting and benches along the Riverview Corridor with the \$1.875 million grant, leaving \$317,676 of the grant remaining. Metro Transit proposes to place additional shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall in the amount of \$312,310. No additional funds would be needed to complete this work.

At the May 6, 2003, meeting, you authorized staff to submit a grant request to the Minnesota Department of Transportation to amend Grant 79236 to add bus shelters, lighting and benches for additional locations along the Riverview Corridor.

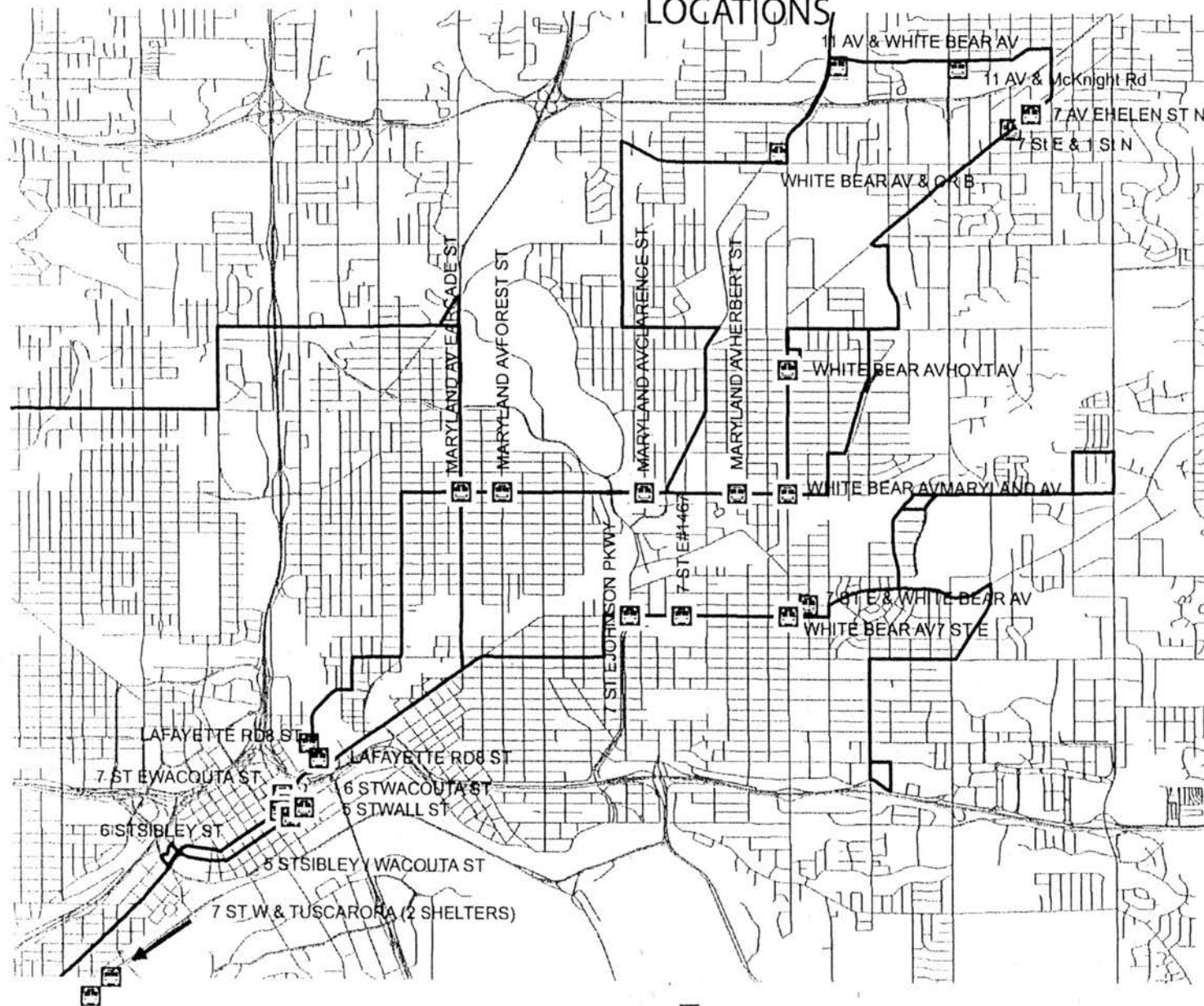
Attached is the amended grant contract with the Minnesota Department of Transportation extending the time of the contract from September 31, 2003 to July 31, 2004, and amending the scope of work to reflect the additional shelters, lighting and benches proposed. There is no cost to Ramsey County Regional Railroad Authority for the work. Attached is a map showing the proposed sites.

Recommendation:

Consider attached resolution and authorize chair to sign grant contract 79236 extension with the Minnesota Department of Transportation for the Riverview Corridor.

Attachments

RIVERVIEW CORRIDOR PROPOSED ADDITIONAL SHELTER LOCATIONS



-  EXISTING SHELTER TO BE REPLACED
-  PROPOSED NEW SHELTER SITE

LRS 3/26/2003, rev 3/27/03 v04

3

Amendment No. 3 to Mn/DOT Agreement No. 79236

THIS AMENDMENT is by and between the State of Minnesota, through its Commissioner of Transportation ("STATE") and the Ramsey County Regional Railroad Authority, ("GRANTEE"), a railroad authority.

BACKGROUND

STATE has a Grant Contract with GRANTEE, identified as Mn/DOT Agreement No. 79236, as amended, to provide state and federal assistance for transit ways in the metropolitan area. STATE has determined that GRANTEE requires additional time to perform duties as adjusted. Language has also been added to comply with Federal Transit Administration contract requirements.

STATE and GRANTEE agree to amend the Original Grant Contract, as amended, as follows:

REVISION 1. In Article I. TERM OF CONTRACT, delete "September 30, 2002" and insert "July 31, 2004."

REVISION 2. In Article II. GRANTEE'S DUTIES, paragraph A., after clause 6, insert:

- " 7. Installing bus shelters along bus routes on the Riverview Corridor extension to Maplewood Mall.
- 8. Upgrading existing bus shelters along bus routes on the Riverview Corridor extension to Maplewood Mall."

REVISION 3. In Article II. GRANTEE'S DUTIES, paragraph B, delete "Exhibit II" and insert "Exhibit III".

REVISION 4. In Article XV. FEDERAL CLAUSES, after clause G., insert:

"H. ENERGY CONSERVATION REQUIREMENTS

(The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.)

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued under Minnesota Statutes, Chapter 216C and which are in compliance with the Energy Policy and Conservation Act.

I. BUY AMERICA

(The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).)

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

J. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(Applicable to all contracts. Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.)

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

K. DAVIS BACON ACT

(Applies to third party contractors and subcontractors.)

(The language in this clause is mandated under the DOL regulations at 29 C.F.R. § 5.5.)

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will

issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [insert name of grantee] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor

under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or

mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [insert name of grantee] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full

amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Section 102 of the Act, which deals with overtime requirements, applies to:

- all construction contracts in excess of \$2,000 and;
- all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

(The dollar threshold for this requirement is contained in the current regulation 29 C.F.R. §5.5(a).)

For nonconstruction contracts, this is the only section required along with the payroll section.)

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 nonconstruction contracts should also have the following provision:)

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs."

REVISION 5. After Article XV., insert:

"XVI. FEDERAL CERTIFICATIONS AND ASSURANCES. GRANTEE agrees to comply with "*Fiscal Year 2003 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements*" which are attached and incorporated into the Original Grant Contract as **Exhibit IV.**"

The terms of the original grant contract are expressly reaffirmed and remain in full force and effect. The original grant contract is attached and incorporated into this amendment.

(This space left blank intentionally.)

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. GRANTEE

Grantee certifies that the appropriate person(s) have executed the contract on behalf of Recipient required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Chair

Date: _____

and

By: _____

Title: Director

Date: _____

3. DEPARTMENT of TRANSPORTATION

By: _____
(with delegated authority)

Title: Director, Office of Transit

Date: _____

4. Mn/DOT EEO Contract Management

By: _____

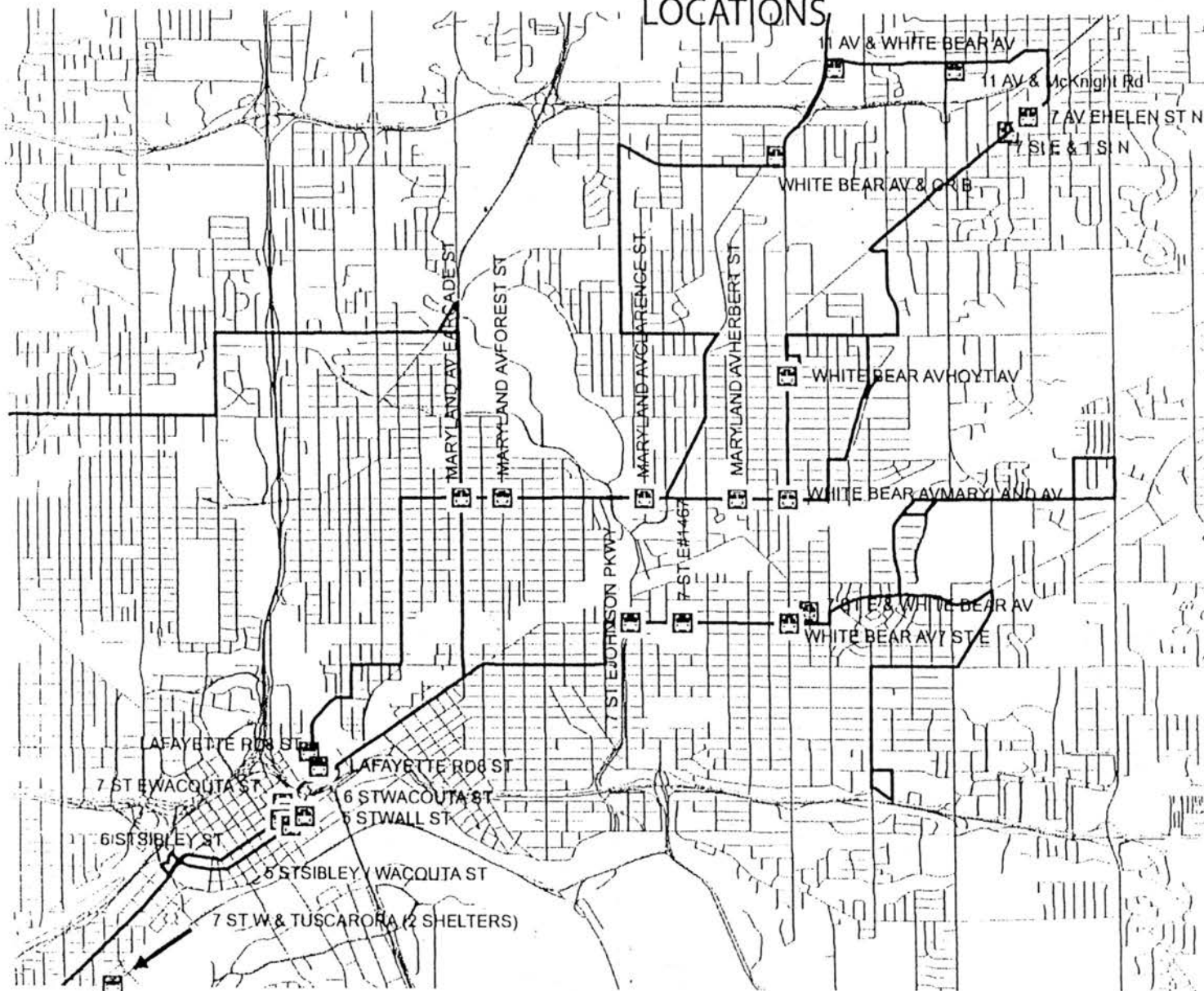
Title: Contracts Administrator

Date: _____

Marlene Johnson 6/5/03
Budget + Policy

Dil Mitchell 6/5/03
County Attorney

RIVERVIEW CORRIDOR PROPOSED ADDITIONAL SHELTER LOCATIONS



- EXISTING SHELTER TO BE REPLACED
- PROPOSED NEW SHELTER SITE

LRS 3/26/2003, rev 3/27/03 v04

Exhibit III

14

	A	B	C	D
1	Project 63955 Riverview Corridor Grant-Funded Expense Summary			
2				
3				
4	Orig. Amount from RCRRA/MnDOT/FTA (no MT Admin.)	1,875,000		
5	CP06 Allocation	1,025,000		
6	CP07 Allocation	850,000		
7				
8	CP06, Bus Stop Amenities	Encumbered (or estimated)	Currently Expended	Balance Remaining
9	CAR,CPU	40,000	8,600	31,400
10	Public Facilities	33,000	-	33,000
11	Eligible indirects (est)	36,000	4,300	31,700
12	AE Services (Enviroscience)	111,302	101,692	9,610
13	Purchase Lights	70,215	67,950	2,265
14	Purchase Benches	21,042	21,042	-
15	Purchase Shelters	184,715	-	184,715
16	Construction (Ram Electr)	321,550	15,273	306,277
17	Contingency	16,000		16,000
18	Total	833,824	218,857	614,967
19				
20				
21				
22	CP07, Downtown Shelter	Encumbered (or estimated)	Currently Expended	Balance Remaining
23	CAR,CPU	37,000	3,000	34,000
24	Eligible indirects (est)	18,000	1,000	17,000
25	AE Services(H R Green)	110,000	90,164	19,836
26	Construction (Dew Co.)	508,500	18,733	489,767
27	Contingency	50,000		50,000
28	Total	723,500	112,897	610,603
29				
30				
31				
32				

CREATED 3/25/03

REVISED 3/25/03

COST ESTIMATE FOR PROPOSED ADDITIONAL SHELTER INSTALLATIONS

ITEM	UNIT COST	QUANTITY	EXTENSION
Purchase Type C Shelter	8815	9	\$ 79,335
Purchase Type E Shelter	8385	15	\$ 125,775
Site Improvement non-electrical	\$ 5,000	9	\$ 45,000
Site Improvement electrical	\$ 2,700	6	\$ 16,200
Assemble/Install Shelter (by PFM)	\$ 1,500	24	\$ 36,000
			\$ -

Total Contracts
if everything estimated is installed

\$ 302,310

CAR Expense (F & I)

\$ 10,000

Admin Costs are not include in
this estimate

Total for Proposed Additional
Shelter Installations
Ave unit cost:

\$ 312,310
13,012.92

Only sites where shelters are currently lighted will be lighted though the
expansion project.

CREATED 3/25/03

REVISED 3/25/03

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	A	B	C	D
1	Project 63955 Riverview Corridor Grant-Funded Expense Summary			
2	Updated 2/3/2003 LRS			
3				
4	Orig. Amount from RCRRA/MnDOT/FTA (no MT Admin.)	1,875,000		
5	CP06 Allocation	1,025,000		
6	CP07 Allocation	850,000		
7				
8	CP06, Bus Stop Amenities	Encumbered (or estimated)	Currently Expended	Balance Remaining
9	CAR,CPU	40,000	8,600	31,400
10	Public Facilities	33,000	-	33,000
11	Eligible indirects (est)	36,000	4,300	31,700
12	AE Services (Enviroscience)	111,302	101,692	9,610
13	Purchase Lights	70,215	67,950	2,265
14	Purchase Benches	21,042	21,042	-
15	Purchase Shelters	184,715	-	184,715
16	Construction (Ram Electr)	321,550	15,273	306,277
17	Contingency	16,000		16,000
18	Total	833,824	218,857	614,967
19				
20			CP06 unencumbered	191,176
21				
22	CP07, Downtown Shelter	Encumbered (or estimated)	Currently Expended	Balance Remaining
23	CAR,CPU	37,000	3,000	34,000
24	Eligible indirects (est)	18,000	1,000	17,000
25	AE Services(H R Green)	110,000	90,164	19,836
26	Construction (Dew Co.)	508,500	18,733	489,767
27	Contingency	50,000		50,000
28	Total	723,500	112,897	610,603
29				
30			CP07 unencumbered	126,500
31				
32			Grant unencumbered	317,676

*Include Transit
Project # 63955
equals 792,361
11/20/05*

Standards for Aircraft VDL Mode 3 Transceiver Operating in the Frequency Range 117.975–137.000 MHz, and DO-224A change 2, Signal-In-Space Minimum Aviation System Performance Standards (MASPS) for Advanced VHF Digital Data Communications Including Compatibility with Digital Voice Techniques at the Program Management Council Meeting

- Review of Relevant International Activities
- EUROCAE WG-47 status and issues
- Others as appropriate
- Closing Plenary Session (Other Business, Date and Place of Next Meeting, Adjourn)
- November 7
- NEXCOM Demonstrations. For advance arrangements, contact the on-site representative.

Attendance is open to the interested public but limited to space availability. With the approval of the chairmen, members of the public may present oral statements at the meeting. Persons wishing to present statements or obtain information should contact the person listed in the **FOR FURTHER INFORMATION CONTACT** section. Members of the public may present a written statement to the committee at any time.

Dated: Issued in Washington, DC, on October 9, 2002.

Janice L. Peters,

FAA Special Assistant, RTCA Advisory Committee.

[FR Doc. 02-27038 Filed 10-22-02; 8:45 am]

BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Intent To Rule on Application 02-06-U-00-BLI To Use the Revenue From a Passenger Facility Charge (PFC) at Bellingham International Airport, Submitted by the Port of Bellingham, Bellingham International Airport, Bellingham, WA

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of intent to rule on application.

SUMMARY: The FAA proposes to rule and invites public comment on the application to use PFC revenue at Bellingham International Airport under the provisions of 49 U.S.C. 40117 and part 158 of the Federal Aviation Regulations (14 CFR 158).

DATES: Comments must be received on or before November 22, 2002.

ADDRESSES: Comments on this application may be mailed or delivered in triplicate to the FAA at the following address: Mr. J. Wade Bryant, Manager; Seattle Airports District Office, SEA-ADO; Federal Aviation Administration; 1601 Lind Avenue SW., Suite 250, Renton, Washington 98055-4056.

In addition, one copy of any comments submitted to the FAA must be mailed or delivered to Mr. Brian Henshaw, Aviation Analyst, at the following address: PO Box 1677, Bellingham, WA 98227.

Air Carriers and foreign air carriers may submit copies of written comments previously provided to Bellingham International Airport, under section 158.23 of part 158.

FOR FURTHER INFORMATION CONTACT: Ms. Suzanne Lee-Pang, (425) 227-2654, Seattle Airports District Office, SEA-ADO; Federal Aviation Administration; 1601 Lind Avenue SW., Suite 250, Renton, Washington 98055-4056. The application may be reviewed in person at this same location.

SUPPLEMENTARY INFORMATION: The FAA proposes to rule and invites public comment on the application 02-06-U-00-BLI to use PFC revenue at Bellingham International Airport, under the provisions of 49 U.S.C. 40117 and part 158 of the Federal Aviation Regulations (14 CFR part 158).

On October 10, 2002, the FAA determined that the application to use the revenue from a PFC submitted by Port of Bellingham, Bellingham International Airport, and Bellingham, Washington was submitted by Port of Bellingham, Bellingham International Airport, and Bellingham, Washington was substantially complete within the requirements of section 158.25 of part 158. The FAA will approve or disapprove the application, in whole or in part, no later than January 18, 2003.

The following is a brief overview of the application.

Level of the proposed PFC: \$4.50.

Proposed charge effective date: January 1, 2000.

Proposed charge expiration date: June 1, 2003.

Total requested for use approval: \$1,200,000.

Brief description of proposed project: Terminal Rehabilitation and Expansion.

Class or classes of air carriers, which the public agency has requested not to be required to collect PFC's: Non-scheduled air taxi/commercial operators, utilizing aircraft having seating capacity of less than 20 passengers.

Any person may inspect the application in person at the FAA office

listed above under **FOR FURTHER INFORMATION CONTACT** and at the FAA Regional Airports Office located at: Federal Aviation Administration, Northwest Mountain Region, Airports Division, ANM-600, 1601 Lind Avenue SW., Suite 315, Renton, WA 98055-4056.

In addition, any person may, upon request, inspect the application, notice and other documents germane to the application in person at the Bellingham International Airport.

Issued in Renton, Washington, on October 10, 2002.

David A. Field,

Manager, Planning, Programming and Capacity Branch, Northwest Mountain Region.

[FR Doc. 02-27039 Filed 10-22-02; 8:45 am]

BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Fiscal Year 2003 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements

AGENCY: Federal Transit Administration, DOT.

ACTION: Notice.

SUMMARY: Appendix A of this Notice contains the Federal Transit Administration's (FTA) comprehensive compilation of the Federal Fiscal Year 2003 certifications and assurances to be used in connection with all Federal assistance programs FTA administers during Federal Fiscal Year 2003, in compliance with 49 U.S.C. 5323(n).

EFFECTIVE DATE: These certifications and assurances became effective on October 1, 2002, the first day of fiscal year 2003.

FOR FURTHER INFORMATION CONTACT: FTA staff in the appropriate Regional Office listed below. For copies of other related documents, see the FTA Web Site at <http://www.fta.dot.gov> or contact FTA's Office of Public Affairs at (202) 366-4019.

Region 1: Boston

States served: Maine, New Hampshire, Vermont, Connecticut, Rhode Island, and Massachusetts

Telephone # (617) 494-2055

Region 2: New York

States served: New York, New Jersey, and the Virgin Islands

Telephone # (212) 668-2170

Exhibit IV

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Region 3: Philadelphia

States served: Pennsylvania, Delaware, Maryland, Virginia, West Virginia, and District of Columbia
Telephone # (215) 656-7100

Region 4: Atlanta

States served: Kentucky, Georgia, North Carolina, South Carolina, Florida, Alabama, Mississippi, Tennessee, and Puerto Rico
Telephone # (404) 562-3500

Region 5: Chicago

States served: Minnesota, Wisconsin, Michigan, Illinois, Indiana, and Ohio
Telephone # (312) 353-2789

Region 6: Dallas/Ft. Worth

States served: Arkansas, Louisiana, Oklahoma, Texas, and New Mexico
Telephone # (817) 978-0550

Region 7: Kansas City

States served: Missouri, Iowa, Kansas, and Nebraska
Telephone # (816) 329-3920

Region 8: Denver

States served: Colorado, Utah, Wyoming, Montana, North Dakota, and South Dakota
Telephone # (303) 844-3242

Region 9: San Francisco

States served: California, Hawaii, Guam, Arizona, Nevada, American Samoa, and the Northern Mariana Islands
Telephone # (415) 744-3133

Region 10: Seattle

States served: Idaho, Oregon, Washington, and Alaska
Telephone # (206) 220-7954

SUPPLEMENTARY INFORMATION: Before FTA may award a Federal grant or cooperative agreement, the Applicant must submit all certifications and assurances pertaining to itself and its project as required by Federal laws and regulations. These certifications and assurances must be submitted to FTA irrespective of whether the project is financed under the authority of 49 U.S.C. chapter 53, or Title 23, United States Code, or another Federal statute.

The Applicant's Annual Certifications and Assurances for Federal Fiscal Year 2003 cover all projects for which the Applicant seeks funding during Federal Fiscal Year 2003 through the next fiscal year until FTA issues annual Certifications and Assurances for Federal Fiscal Year 2004. An Applicant's Annual Certifications and Assurances applicable to a specific grant or cooperative agreement generally remain in effect for either the life of the grant or cooperative agreement to

closeout or the life of the project or project property when a useful life or industry standard life is in effect, whichever occurs later; except, if the Applicant provides certifications and assurances in a later year that differ from certifications and assurances previously provided, the later certifications and assurances will apply to the grant, cooperative agreement, project, or project property, unless FTA permits otherwise.

Background: Since Federal Fiscal Year 1995, FTA has been consolidating the various certifications and assurances that may be required into a single document for publication in the *Federal Register*. FTA intends to continue publishing this document annually in conjunction with its publication of the FTA annual apportionment Notice, which sets forth the allocations of funds made available by the latest U.S. Department of Transportation annual appropriations act.

Federal Fiscal Year 2003 Changes:**Changes are as follows:**

(1) In Certification 1(J)(18), a reference to the latest Office of Management and Budget (OMB) A-133 Compliance Supplement for the U.S. Department of Transportation, dated March 2002, has been substituted for the previous OMB A-133 Compliance Supplement.

(2) The titles of several categories of certifications and assurances have been shortened for consistency with the titles of those categories shown in TEAM-Web. FTA's electronic award and management system and other minor editorial changes have been made.

Text of Federal Fiscal Year 2003 Certifications and Assurances: The text of the certifications and assurances in Appendix A of this Notice also appears in TEAM-Web (<http://fteamweb.fta.dot.gov/fta-flash2b.html>) in the "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." It is important that each Applicant be familiar with all sixteen (16) certification and assurance categories and their requirements, as they may be a prerequisite for receiving FTA financial assistance. Provisions of this Notice supersede conflicting statements in any FTA circular containing a previous version of the Annual Certifications and Assurances. The certifications and assurances contained in those FTA circulars are merely examples, and are not acceptable or valid for Federal Fiscal Year 2003; do not rely on the provisions of certifications and assurances appearing in FTA circulars.

Significance of Certifications and Assurances: Selecting and submitting certifications and assurances to FTA,

either through TEAM-Web or submission of the Signature Page(s) of Appendix A, signifies the Applicant's intent to comply with the requirements of the certifications and assurances selected to the extent they apply to a project for which the Applicant submits an application for assistance in Federal Fiscal Year 2003.

Requirement for Attorney's Signature: FTA requires a current (Federal Fiscal Year 2003) affirmation, signed by the Applicant's attorney, of the Applicant's legal authority to certify compliance with the obligations imposed by the certifications and assurances the Applicant has selected. Irrespective of whether the Applicant makes a single selection for all 16 categories or selects individual options from the 16 categories, the Affirmation of Applicant's Attorney from a previous year is not acceptable.

Deadline for Submission: All Applicants for FTA formula program or capital investment program assistance, and current FTA grantees with an active project financed with FTA formula program or capital investment program assistance, are expected to provide Federal Fiscal Year 2003 Certifications and Assurances within 90 days from the date of this publication or with their first grant application in Federal Fiscal Year 2003, whichever is first. FTA encourages other Applicants to submit their certifications and assurances as soon as possible.

Preference for Electronic Submission: Applicants registered in TEAM-Web must submit their certifications and assurances, as well as their applications, in TEAM-Web. Only if an Applicant is unable to submit its certifications and assurances in TEAM-Web should the Applicant use the Signature Page(s) in Appendix A of this Notice.

Procedures for Electronic Submission: The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients" contains fields for selecting the categories of certifications and assurances to be submitted. Within that tab is a field for the Applicant's authorized representative to enter its personal identification number (PIN), which constitutes the Applicant's electronic signature for the certifications and assurances it has selected; in addition, there is a field for the Applicant's attorney to enter his or her PIN, affirming the Applicant's legal authority to make and comply with the certifications and assurances the Applicant has selected. In certain circumstances, the Applicant may enter its PIN in lieu of its Attorney's PIN, provided that the Applicant has on file the Affirmation of Applicant's Attorney

in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, applicants may contact the appropriate Regional Office listed in this Notice or the TEAM-Web Helpdesk.

Procedures for Paper Submission: If an Applicant is unable to submit its certifications electronically, it must mark the certifications and assurances it is making on the Signature Page(s) in Appendix A of this Notice and submit it to FTA. The Applicant may signify compliance with all Categories by placing a single mark in the appropriate space or select the Categories applicable to itself and its projects. In certain circumstances, the Applicant may enter its signature in lieu of its Attorney's signature in the Affirmation of Applicant's Attorney section of the Signature Page(s), provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, applicants may contact the appropriate Regional Office listed in this Notice.

References: The Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, as amended by the TEA-21 Restoration Act, Pub. L. 105-206, July 22, 1998, 49 U.S.C. chapter 53, Title 23, United States Code, other Federal laws administered by FTA, U.S. DOT and FTA regulations at 49 CFR, and FTA Circulars.

Dated: October 15, 2002.

Jennifer L. Dorn,
Administrator.

Appendix A—Federal Fiscal Year 2003 Certifications and Assurances for Federal Transit Administration Assistance Programs

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which it will seek FTA assistance in Federal Fiscal Year 2003. FTA strongly encourages the Applicant to submit its certifications and assurances through TEAM-Web. FTA's electronic award and management system at <http://fteamweb.fta.dot.gov/fta-flash2b.html>.

Sixteen (16) Categories of certifications and assurances are listed by numbers 01 through 16 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients," and on the opposite side of the Signature Page(s) at the end of this document. Category 01 applies to all Applicants. Categories 02 through 16 will apply to and be required for some, but not all, Applicants and projects.

01. Required of Each Applicant

Each Applicant for FTA assistance must provide all certifications and assurances in this Category "01." FTA may not award any Federal assistance until the Applicant provides these certifications and assurances by selecting Category "01."

A. Authority of Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

C. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

As required by U.S. DOT regulations regarding Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

- (1) The Applicant (Primary Participant) certifies, to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default.

(2) The Applicant also certifies that, if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to FTA.

(3) If the Applicant (Primary Participant) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and provide a written explanation to FTA.

D. Drug-Free Workplace Agreement

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR part 29, Subpart F, and as modified by 41 U.S.C. 702, the Applicant agrees that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying actions that will be taken against its employees for violation of that prohibition;

(2) Establishing an ongoing drug-free awareness program to inform its employees about:

- (a) The dangers of drug abuse in the workplace;
- (b) Its policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each of its employees to be engaged in the performance or implementation of the grant agreement or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;

(4) Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant agreement or cooperative agreement, the employee will be required to:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;

(5) Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction; the Applicant, as employer of any convicted employee, must

provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, and that notice shall include the identification number(s) of each affected grant agreement or cooperative agreement;

(6) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted, and make that list readily accessible to FTA.

E. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies in accordance with applicable state requirements. The Applicant also assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

F. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21: FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

(1) The Applicant assures that each project will be conducted, property acquisitions will

be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

(2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.

(3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.

(4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

(5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

G. Disadvantaged Business Enterprise Assurance

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT, will be incorporated by reference and made part of the grant agreement or cooperative agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Recipient, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

H. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

I. Procurement Compliance Certification

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

J. Certifications and Assurances Required by the U.S. Office of Management and Budget (SF-424B and SF-424D)

As required by the U.S. Office of Management and Budget (OMB), the Applicant certifies that it:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally

accepted accounting standards or agency directives:

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;

(i) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

(j) Any other nondiscrimination statute(s) that may apply to the project;

(6) Will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real

property acquired for project purposes regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with or has complied with that Act and those U.S. DOT implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24 and FTA procedures;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto,

relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a(7), the Copeland Act, as amended, 18 U.S.C. 874 and 40 U.S.C. 276c, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, regarding labor standards for federally assisted subagreements;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

(9) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

(10) Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the awarding agency;

(11) Will record the Federal interest in the title of real property in accordance with FTA directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) Will comply with FTA requirements concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) Will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state;

(14) Will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 *et seq.* and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 *et seq.*;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h *et seq.*;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.*; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance that will be used in a transportation project as required by 49 U.S.C. 303;

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 *et seq.*; and

(k) Provision of assistance to FTA in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 *et seq.*; and Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) Will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) Will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single

Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.* and by OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and OMB A-133 Compliance Supplement provisions for the Department of Transportation, March 2002; and

(19) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the project.

02. Lobbying

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 must provide the following certification. FTA may not award Federal assistance for an application exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. Private Mass Transportation Companies

A State or local government Applicant seeking Federal assistance authorized by 49 U.S.C. chapter 53 to acquire the property or an interest in the property of a private mass transportation company or to operate mass transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing mass transportation company must

provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "03."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private mass transportation company or operates mass transportation equipment or facilities in competition with, or in addition, to transportation service provided by an existing mass transportation company, it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible consistent with applicable FTA requirements and policies;

C. Paid just compensation under state or local law to a private mass transportation company for its franchises or property acquired; and

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

04. Public Hearing

An Applicant seeking Federal assistance authorized by 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's mass transportation service must provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

A. Provided an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served;

B. Held that hearing and provided FTA a transcript or detailed report summarizing the issues and responses, unless no one with a significant economic, social, or environmental interest requests a hearing;

C. Considered the economic, social, and environmental effects of the project; and

D. Determined that the project is consistent with official plans for developing the urban area.

05. Acquisition of Rolling Stock

An Applicant seeking FTA assistance to acquire rolling stock must provide the following certification. FTA may not provide assistance to acquire rolling stock until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

06. Bus Testing

An Applicant seeking FTA assistance to acquire any new bus model or any bus model with a new major change in configuration or components must provide the following certification. FTA may not provide assistance for the acquisition of new buses until the Applicant provides this certification by selecting Category "06."

As required by FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

A. Will have been tested at a bus testing facility approved by FTA; and

B. Will have received a copy of the test report prepared on the bus model.

07. Charter Service Agreement

An Applicant seeking FTA assistance to acquire or operate transportation equipment or facilities using Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C. must enter into the following Charter Service Agreement. FTA may not provide assistance for projects authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C. until the Applicant enters into this charter service agreement by selecting Category "07."

A. As required by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and its recipients will:

(1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and

(2) Comply with the requirements of 49 CFR part 604 before providing any charter service using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C. for transportation projects.

B. As The Applicant understands that:

(1) The requirements of 49 CFR part 604 will apply to any charter service it provides;

(2) The definitions of 49 CFR part 604 apply to this charter service agreement; and

(3) A violation of this charter service agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

08. School Transportation Agreement

An Applicant seeking FTA assistance to acquire or operate transportation facilities and equipment using Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23, U.S.C. must enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "08."

A. As required by 49 U.S.C. 5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:

(1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f), and Federal regulations; and

(2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. for transportation projects.

B. As The Applicant understands that:

(1) The requirements of 49 CFR part 605 will apply to any school transportation service it provides;

(2) The definitions of 49 CFR part 605 apply to this school transportation agreement; and

(3) A violation of this school transportation agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

09. Demand Responsive Service

An Applicant seeking direct Federal assistance to support demand responsive service must provide the following certification. FTA may not award Federal assistance directly to an Applicant to support its demand responsive service until the Applicant provides this certification by selecting Category "09."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77, the Applicant certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When viewed in its entirety, the Applicant's service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) Response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

10. Alcohol Misuse and Prohibited Drug Use

If the Applicant is required by Federal regulations to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its transit operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "10."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

11. Interest and Other Financing Costs

An Applicant that intends to request reimbursement of interest or other financing costs incurred for its capital projects must provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "11."

In compliance with 49 U.S.C. 5307(g), 49 U.S.C. 5309(g)(2)(B), 49 U.S.C. 5309(g)(3)(A), and 49 U.S.C. 5309(n), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

12. Intelligent Transportation Systems Program

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture, must provide the following assurance. FTA may not award any Federal assistance for an ITS project until the Applicant provides this assurance by selecting Category "12."

In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the Applicant assures that it will comply, and require its third party contractors and subrecipients to comply, with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

13. Urbanized Area, JARC, and Clean Fuels Programs

Each Applicant for Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, each Applicant for Job Access and Reverse Commute Program assistance authorized by section 3037 of the Transportation Equity Act for the 21st Century, 49 U.S.C. 5309 note, and each Applicant for Clean Fuels Formula Program assistance authorized by 49 U.S.C. 5308 must provide the following certifications. FTA may not award Federal assistance for those programs until the Applicant provides these certifications and assurances by selecting Category "13." A state or other Applicant providing certifications and assurances that require the compliance of its prospective subrecipients is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances.

In addition, each Applicant that received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1) must list the projects carried out during that Federal fiscal year with those funds in its quarterly report for the fourth quarter of the preceding Federal fiscal year. That list constitutes the report of transit enhancement projects carried out during that fiscal year, which report is required to be submitted as part of the

Applicant's annual certifications and assurances, in accordance with 49 U.S.C. 5307(k)(3), and is therefore incorporated by reference and made part of the Applicant's annual certifications and assurances. FTA may not award Urbanized Area Formula Program assistance to any Applicant that has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list.

A. Certifications Required for the Urbanized Area Formula Program

(1) As required by 49 U.S.C. 5307(d)(1)(A) through (J), the Applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects;

(b) It has or will have satisfactory continuing control over the use of Project equipment and facilities;

(c) It will adequately maintain the equipment and facilities;

(d) It will ensure that the elderly and handicapped persons, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, or for the Job Access and Reverse Commute Program at section 3037 of the Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. 5309 note, not more than fifty (50) percent of the peak hour fare;

(e) In carrying out a procurement financed with Federal assistance authorized for the Urbanized Area Formula Program, 49 U.S.C. 5307, or the Job Access and Reverse Commute Program, section 3037 of TEA-21, 49 U.S.C. 5309 note, it: (1) Will use competitive procurement (as defined or approved by the Secretary), (2) will not use exclusionary or discriminatory specifications, and (3) will comply with applicable Buy America laws;

(f) It has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) Has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307 and, if applicable, the Job Access and Reverse Commute Grant Program, 49 U.S.C. 5309 note, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured

or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

(g) It has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) and applicable FTA policy (specifying Federal and local shares of project costs);

(h) It will comply with: 49 U.S.C. 5301(a) (requirements for transportation systems that maximize mobility and minimize fuel consumption and air pollution); 49 U.S.C. 5301(d) (requirements for transportation of the elderly and persons with disabilities); 49 U.S.C. 5303 through 5306 (planning requirements); and 49 U.S.C. 5301(d) (special efforts to design and provide mass transportation for the elderly and persons with disabilities);

(i) It has a locally developed process to solicit and consider public comment before raising fares or implementing a major reduction of transportation; and

(j) As required by 49 U.S.C. 5307(d)(1)(J), unless it has determined that it is not necessary to expend one (1) percent of the amount of Federal assistance it receives for this fiscal year apportioned in accordance with 49 U.S.C. 5336 for transit security projects, it will expend at least one (1) percent of the amount of that assistance for transit security projects, including increased lighting in or adjacent to a transit system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned transit system.

(2) As required by 49 U.S.C. 5307(k)(3), if it has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. Certification Required for Capital Leasing

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 49 CFR 639.21, to the extent the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, the Applicant certifies that:

(1) It will not use Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset;

(2) It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

(3) It will not enter into a capital lease for which FTA can only provide incremental funding unless it has the financial capacity to meet its future obligations under the lease in the event Federal assistance is not available for capital projects in subsequent years.

C. Certification Required for the Sole Source Acquisition of an Associated Capital Maintenance Item

As required by 49 U.S.C. 5325(c), the Applicant certifies that when it procures an associated capital maintenance item as authorized by 49 U.S.C. 5307(b)(1), it will use competition, unless the original manufacturer or supplier of the item is the only source for the item and the price of the item is no more than the price similar customers pay for that item, and will, for each such procurement, maintain sufficient records on file and easily retrievable for FTA inspection.

D. Clean Fuels Formula Grant Program Certification

As required by 49 U.S.C. 5308(c)(2), the Applicant certifies that vehicles financed with Federal assistance provided for the Clean Fuels Formula Program, 49 U.S.C. 5308, will be operated only with clean fuels.

14. Elderly and Persons with Disabilities Program

An Applicant that intends to administer the Elderly and Persons with Disabilities Program on behalf of a state must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award assistance for the Elderly and Persons with Disabilities Program until the Applicant provides these certifications and assurances by selecting Category "14."

The Applicant administering, on behalf of the state, the Elderly and Persons with Disabilities Program authorized by 49 U.S.C. 5310 certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5310; and to implement and manage the project.

B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.

C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to be provided by existing public or

private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.

D. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

E. The state assures that, before issuing the state's formal approval of a project, its Elderly and Persons with Disabilities Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; all projects to be implemented in urbanized areas recommended for approval are included in the metropolitan Transportation Improvement Program in which the subrecipient is located; and any public body that is a prospective subrecipient of capital assistance has provided an opportunity for a public hearing.

F. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment financed with Federal assistance awarded for its project;

(2) The subrecipient has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;

(3) The subrecipient has complied or will comply with all applicable civil rights requirements;

(4) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(5) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(6) The subrecipient has complied or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;

(7) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public;

(8) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders, regulations, FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, and other Federal requirements that may be applicable;

(9) The subrecipient has complied or will comply with the requirement that its project provide for the participation of private mass transportation companies to the maximum extent feasible;

(10) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;

(11) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;

(12) The subrecipient has complied or will comply with all applicable nonprocurement suspension and debarment requirements;

(13) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models;

(14) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements to the extent required by FTA; and

(15) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements.

G. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that, until the required Federal environmental finding is made, financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c). The state further certifies that, until the required Federal conformity finding has been made, no financial assistance will be provided for a project requiring a Federal conformity finding in accordance with the U.S. Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93.

H. The state assures that it will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

I. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.

15. Nonurbanized Area Formula Program

An Applicant that intends to administer the Nonurbanized Area Formula Program on behalf of a state must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient

documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award Nonurbanized Area Formula Program assistance to the Applicant until the Applicant provides these certifications and assurances by selecting Categories "1" through "11" and "15."

The Applicant administering, on behalf of the state, the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311 certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to implement and manage the project.

B. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

C. The state assures that before issuing the state's formal approval of the project, its Nonurbanized Area Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; and projects are included in a metropolitan Transportation Improvement Program, to the extent applicable.

D. The state has provided for a fair and equitable distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state.

E. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has or will have, by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment financed with Federal assistance awarded for its project;

(2) The subrecipient has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;

(3) The subrecipient has complied or will comply with all applicable civil rights requirements;

(4) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(5) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(6) The subrecipient has complied or will comply with the transit employee protective provisions of 49 U.S.C. 5333(b), by one of the following actions: (a) signing the Special Warranty for the Nonurbanized Area Formula Program, (b) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL), or (c) obtaining

a waiver from DOL; and the state has certified the subrecipient's compliance to DOL;

(7) The subrecipient has complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance;

(8) The subrecipient has complied or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;

(9) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public;

(10) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders, regulations, FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, and other Federal requirements that may be applicable;

(11) The subrecipient has complied or will comply with the requirement that its project provide for the participation of private enterprise to the maximum extent feasible;

(12) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;

(13) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;

(14) The subrecipient has complied or will comply with all applicable nonprocurement suspension and debarment requirements;

(15) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models;

(16) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements;

(17) The subrecipient has complied with or will comply with all assurances FTA requires for projects involving real property;

(18) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements, to the extent required by FTA; and

(19) The subrecipient has complied or will comply with applicable prevention of alcohol misuse and prohibited drug use program requirements, to the extent required by FTA.

F. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that, until the required Federal environmental finding is made, financial assistance will not be provided for

any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c). The state further certifies that, until the required Federal conformity finding is made, no financial assistance will be provided for a project requiring a Federal conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93.

G. The state assures that it will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

H. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.

I. In compliance with the requirements of 49 U.S.C. 5311(f), the state assures that it will expend not less than fifteen (15) percent of the amounts of Federal assistance as provided in 49 U.S.C. 5311(f) and apportioned during this Federal fiscal year to carry out a program within the State to develop and support intercity bus transportation, unless the chief executive officer of the state, or his or her designee, duly authorized under state law, regulations or procedures, certifies to the Federal Transit Administrator that the intercity bus service needs of the state are being adequately met.

16. State Infrastructure Bank Program

An Applicant for a grant of Federal assistance for deposit in its State Infrastructure Bank (SIB) must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award assistance for the SIB program to the Applicant until the Applicant provides these certifications and assurances by selecting Categories "1" through "11," and "16."

The state serving as the Applicant for Federal assistance for its State Infrastructure Bank (SIB) program authorized by either section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, certifies and assures that the following requirements and conditions have been or will be fulfilled pertaining to any transit Project financed with Federal assistance derived from its SIB:

A. The state organization serving as the Applicant (state) agrees and assures the agreement of the SIB and each recipient of Federal assistance derived from the SIB within the state (subrecipient) that each

transit Project financed with Federal assistance derived from SIB will be administered in accordance with:

(1) Applicable provisions of section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or of the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, and any further amendments thereto;

(2) The provisions of any applicable Federal guidance that may be issued;

(3) The terms and conditions of Department of Labor Certification(s) of Transit Employee Protective Arrangements that are required by Federal law or regulations;

(4) The provisions of the FHWA and FTA cooperative agreement with the state to establish the state's SIB program; and

(5) The provisions of the FTA grant agreement with the state that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or section 1511 of TEA-21, as amended, 23 U.S.C. 181 note. Federal guidance pertaining to the SIB program, the provisions of the cooperative agreement establishing the SIB program within the state, or the provisions of the FTA grant agreement.

B. The state agrees to comply with, and assures the compliance of the SIB and each subrecipient of assistance provided by the SIB with, all applicable requirements for the SIB program, as those requirements may be amended from time to time. Pursuant to the requirements of subsection 1511(h)(2) of TEA-21, 23 U.S.C. 181 note, the state understands and agrees that any previous cooperative agreement entered into with FHWA and FTA under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, has been or will be revised to comply with the requirements of TEA-21.

C. The state assures that the SIB will provide Federal assistance from its Transit Account only for transit capital projects eligible under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note or under section 1511 of TEA-21, 23 U.S.C. 181 note, and that those projects will fulfill all requirements imposed on comparable capital transit projects financed by FTA.

D. The state understands that the total amount of funds to be awarded for a grant agreement will not be immediately available for draw down. Consequently, the state assures that it will limit the amount of Federal assistance it draws down for deposit in the SIB to amounts that do not exceed the limitations specified in the underlying grant agreement or the approved project budget for that grant agreement.

E. The state assures that each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized by Federal statute for use in the SIB, and to implement, manage, operate, and maintain the project and project property for which such assistance will support.

F. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

G. The state recognizes that the SIB, rather than the State itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by the SIB, the state assures, on behalf of the SIB, that:

(1) The SIB has complied or will comply with all applicable civil rights requirements;

(2) The SIB has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(3) The SIB will provide Federal assistance only to a subrecipient that is either a public or private entity recognized under state law as having the legal capability to contract with the state to carry out its proposed project;

(4) Before the SIB enters into an agreement with a subrecipient under which Federal assistance will be disbursed to the subrecipient, the subrecipient's project is included in the Statewide Transportation Improvement Program; all projects in urbanized areas recommended for approval are included in the metropolitan Transportation Improvement Program in which the subrecipient is located; and the requisite certification that an opportunity for a public hearing has been provided;

(5) The SIB will not provide Federal financial assistance for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until the required Federal environmental finding has been made. Moreover, the SIB will provide no financial assistance for a project requiring a Federal conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until the required Federal conformity finding has been made;

(6) Before the SIB provides Federal assistance for a transit project, each subrecipient will have complied with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project; and

(7) The SIB will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which

the project will be undertaken and completed, including specific provisions that any security or debt financing instrument the SIB may issue will contain an express statement that the security or instrument does not constitute a commitment, guarantee, or obligation of the United States.

H. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance of each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has complied or will comply with all applicable civil rights requirements;

(2) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(3) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(4) The subrecipient has complied or will comply with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project;

(5) The subrecipient has complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance;

(6) The subrecipient has complied with or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;

(7) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public;

(8) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders,

regulations, FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, and other implementing requirements FTA may issue;

(9) The subrecipient has complied or will comply with the requirement that its project provides for the participation of private mass transportation companies to the maximum extent feasible;

(10) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;

(11) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;

(12) The subrecipient has complied or will comply with all nonprocurement suspension and debarment requirements;

(13) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models;

(14) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements;

(15) The subrecipient has complied with or will comply with all assurances FTA requires for projects involving real property;

(16) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements, to the extent required by FTA; and

(17) The subrecipient has complied or will comply with applicable prevention of alcohol misuse and prohibited drug use program requirements, to the extent required by FTA.

I. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the SIB and its subrecipients, as well as the states, will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by the SIB and its subrecipients to assure compliance with applicable Federal requirements.

BILLING CODE 4910-57-P

Appendix A

FEDERAL FISCAL YEAR 2003 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature page alternative to providing Certifications and Assurances in TFAM-Web)

Name of Applicant: Ramsey County Regional Railroad Authority

The Applicant agrees to comply with applicable requirements of Categories 01 - 16. _____
(The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following
Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required of Each Applicant	<u>X</u>
02.	Lobbying	<u>X</u>
03.	Private Mass Transportation Companies	_____
04.	Public Hearing	<u>X</u>
05.	Acquisition of Rolling Stock	_____
06.	Bus Testing	_____
07.	Charter Service Agreement	_____
08.	School Transportation Agreement	_____
09.	Demand Responsive Service	_____
10.	Alcohol Misuse and Prohibited Drug Use	_____
11.	Interest and Other Financing Costs	_____
12.	Intelligent Transportation Systems Program	_____
13.	Urbanized Area, JARC, and Clean Fuels Programs	<u>X</u>
14.	Elderly and Persons with Disabilities Program	_____
15.	Nonurbanized Area Formula Program	_____
16.	State Infrastructure Bank Program	_____

(Both sides of this Signature Page must be appropriately completed and signed as indicated.)

Appendix A

FEDERAL FISCAL YEAR 2003 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: Ramsey County Regional Railroad Authority

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2003.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2003.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance, or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____

Date: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____

Date: _____

Name _____

Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(h) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

June 5, 2003
Date

Board Action Requested

Approve purchase agreement with Burlington Northern Santa Fe Railway for acquisition of rail corridor in Ramsey and Hennepin Counties for \$1 million with the Ramsey County portion being \$150,000.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 6/5/03
 - 3) Attachment A: "East Minneapolis, Minnesota Trackage" map
 - 4) Attachment B: Resolution R99-29
 - 5) Attachment C: 2025 Transitways Map
 - 6) Attachment D: Memorandum from D. MacMillan and BN Purchase Agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 5, 2003

Board Date

Kristine A. Longhenny
Signature

June 5, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____

No.: _____

(Page 1 of 2)

WHEREAS, The Ramsey County Regional Railroad Authority has proposed for possible future development a transitway extending from White Bear Lake to downtown Minneapolis (Northeast Diagonal); and

WHEREAS, The Metropolitan Council has identified the Northeast Diagonal as a potential busway for implementation after 2010, and the Ramsey County Regional Railroad Authority has studied the connection of land use and transit along this corridor with encouraging results; and

WHEREAS, The Burlington Northern Santa Fe Railroad has indicated a willingness to sell to Hennepin County Regional Railroad Authority and to Ramsey County Regional Railroad Authority its interest in the abandoned line; and

WHEREAS, Pursuant to Minnesota Statutes Chapter 398A.04, subdivisions 1 and 2, the Ramsey County Regional Railroad Authority may acquire real property and railroad property by purchase; and

WHEREAS, The Minnesota Department of Transportation has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program in the amount of \$500,000; Hennepin County Regional Railroad Authority will receive 85 percent of those funds (\$425,000) and Ramsey County Regional Railroad Authority will receive 15 percent of the funds (\$75,000); and

WHEREAS, the final purchase price, less Rail Bank funds, will be \$75,000 for Ramsey County Regional Railroad Authority and \$425,000 for Hennepin County Regional Railroad Authority; and

WHEREAS, the Ramsey County Regional Railroad Authority will pay \$150,000 to Hennepin County Regional Railroad Authority for its portion of the rail corridor; funds will be paid from existing designated Northeast Corridor Right-of-Way funds; the \$75,000 Rail Bank funds will be added to the Northeast Corridor Right-of-Way fund when received; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve the purchase agreement, a copy of which is attached hereto, with Burlington Northern Santa Fe pursuant to the terms contained therein, including the purchase price of one million dollars (\$1,000,000), with the Ramsey County Regional Railroad Authority share of \$150,000.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____

No.: _____

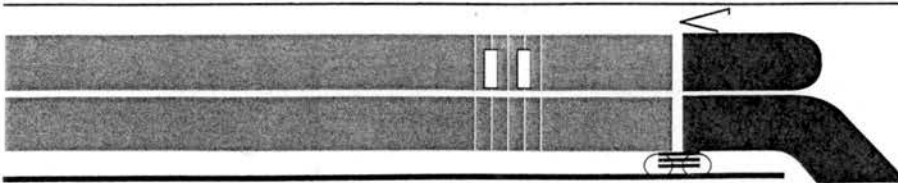
(Page 2 of 2)

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director *KE*

Subject: Burlington Northern Rail Corridor Acquisition in Roseville

Date: June 5, 2003

The Burlington Northern Santa Fe (BNSF) railroad has abandoned an approximately two-mile section of their railroad from Broadway Avenue in Minneapolis to Walnut Street in Roseville (Map, Attachment A). You previously authorized staff in cooperation with Hennepin County Regional Railroad Authority (HCRRA) to negotiate with BNSF and to return to RCRRRA with a purchase agreement for approval once negotiations have concluded (Resolution R99-29, Attachment B).

The HCRRA has been negotiating on behalf of the Ramsey County Regional Railroad Authority (RCRRRA) to acquire this section of abandoned rail corridor. HCRRA has offered BNSF \$1 million for the purchase of this two-mile corridor, with HCRRA paying \$850,000 and RCRRRA paying \$150,000. BNSF has agreed to the \$1 million purchase price provided their purchase contract language was used in the purchase agreement; these terms have been accepted. HCRRA and RCRRRA are also receiving State Rail Bank funds in the amount of \$500,000 for the acquisition. RCRRRA will receive 15% of the Rail Bank funds, or \$75,000; thus the RCRRRA portion is \$75,000.

Two appraisals were conducted for the length of the two-mile rail corridor, one by HCRRA and one by BNSF. The following is information from the two appraisals:

<u>Appraisal Information for Both Counties</u>	<u>BNSF</u>	<u>HCRRA</u>
Total square feet	603,400 sq ft	585,907 sq ft
Total acres	13.85 acres	13.46 acres
Mileage	2.01 miles	1.932 miles
Total market value	\$1,765,000	\$770,000

Appraisal Information by County

<u>Hennepin County</u>	<u>BNSF</u>	<u>HCRRA</u>
Total square feet	533, 400	516,900
Total acres	12.24	11.86
Percent of Total Area	88%	88%
Market value	\$1,485,000	\$649,200
<u>Ramsey County</u>	<u>BNSF</u>	<u>HCRRA</u>
Total square feet	70,000	69,007
Total acres	1.6	1.58
Percent of Total Area	12%	12%
Market value	\$280,000	\$120,800

The BNSF appraisal was performed by Bettendorf Rohrer Knoche Wall while the HCRRA appraisal was performed by Shenehon Company.

Part of the Ramsey County purchase contains a 30-foot easement for the construction, maintenance, and removal of railroad tracks, and the operation of railroad trains on these tracks and this 30-foot easement. The Ramsey County portion is 100 feet in width; the 30-foot easement is 15 feet on either side of the railroad track centerline for the length of the right of way, 700 feet. There is a provision in the purchase agreement that if Ramsey County would like to implement future transportation uses on the easement section, Ramsey County RRA can relocate the tracks at its own expense as long as it doesn't interfere with the railroad's freight railroad operations. While this is not the most advantageous position to be in, there still remains 70 feet of right of way (35 on either side of the railroad bed) that could be used for transportation purposes.

The RCRRA share of the purchase, \$150,000, will be funded from existing designated Northeast Corridor Right-of-Way funds. It is anticipated that the RCRRA portion of the state Rail Bank funds, \$75,000, will be received after the end of June closing of this acquisition, thus the funds will be credited back to this account when received.

This abandoned rail corridor is part of the Northeast Diagonal, a corridor the Metropolitan Council has identified as a busway in their 2025 Transitways Map (see map, Attachment C).

Also for your review is a memorandum from David MacMillan, Ramsey County attorney representing RCRRA, summarizing the main points from the purchase agreement for the property between BNSF and HCRRA, and the purchase agreement (Attachment D).

Recommendation:

I am requesting that you approve the purchase agreement with Burlington Northern Santa Fe for acquisition of the rail corridor in Ramsey and Hennepin Counties for \$1 million with the Ramsey County Regional Railroad Authority share of \$150,000.

Attachments

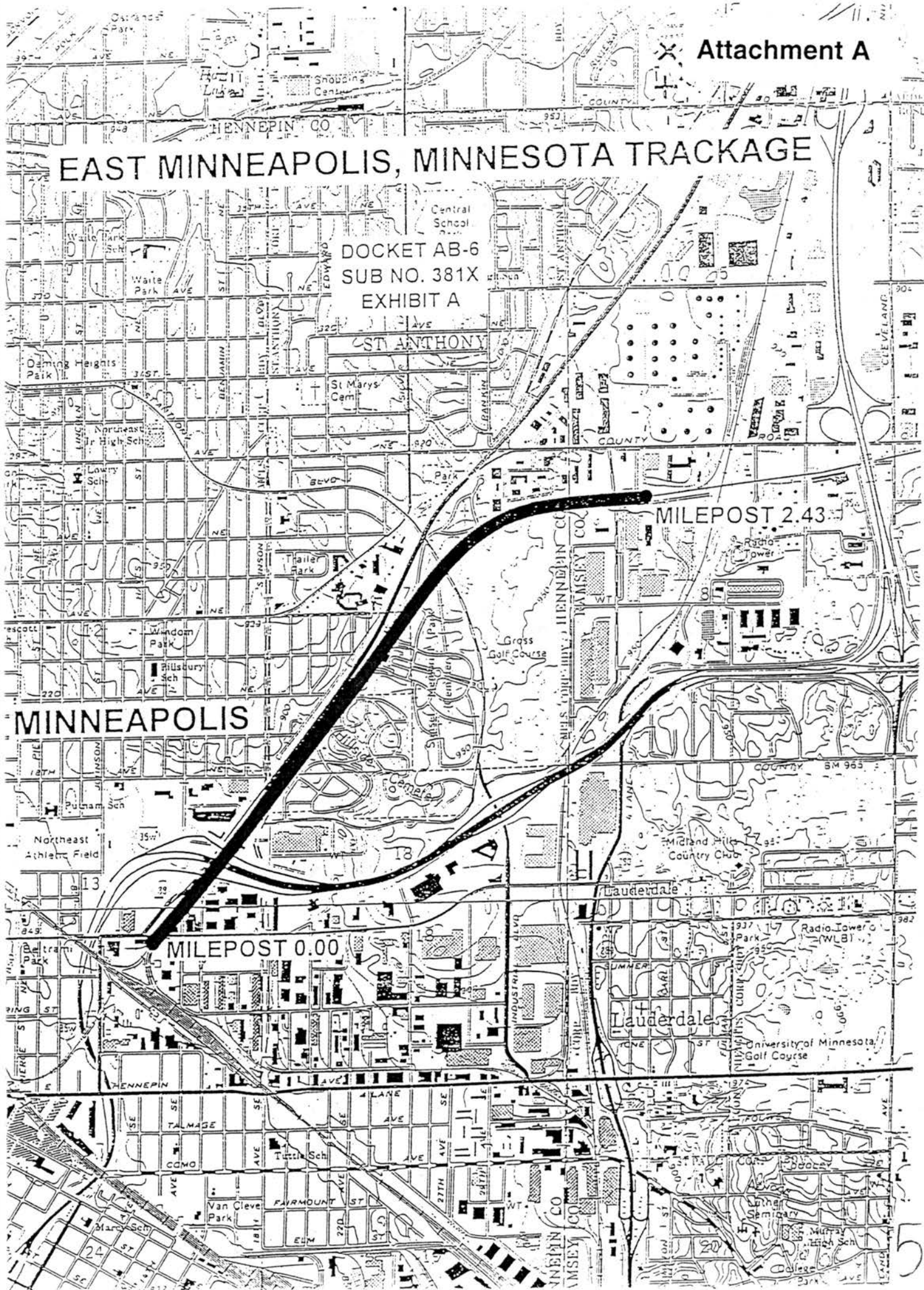
EAST MINNEAPOLIS, MINNESOTA TRACKAGE

DOCKET AB-6
SUB NO. 381X
EXHIBIT A

MILEPOST 2.43

MINNEAPOLIS

MILEPOST 0.00



RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 14, 1999 No: R99-29

WHEREAS, Ramsey County Regional Railroad Authority has authorized its staff to negotiate with Burlington Northern for purchase of right of way that includes a section in Roseville because of its transit potential; and

WHEREAS, Hennepin and Ramsey County Regional Railroad Authorities have had discussions with Burlington Northern about the purchase; Now, Therefore, Be It

RESOLVED, That staff of Ramsey County Regional Railroad Authority is authorized to continue purchase negotiations; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its staff to seek State Rail Bank funds from the Minnesota Department of Transportation for half of the purchase price; and Be It Further

RESOLVED, That Ramsey County Regional Railroad Authority indicates its general support for funding its proportional share of the right of way subject to approval of a purchase agreement with Burlington Northern Railroad.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

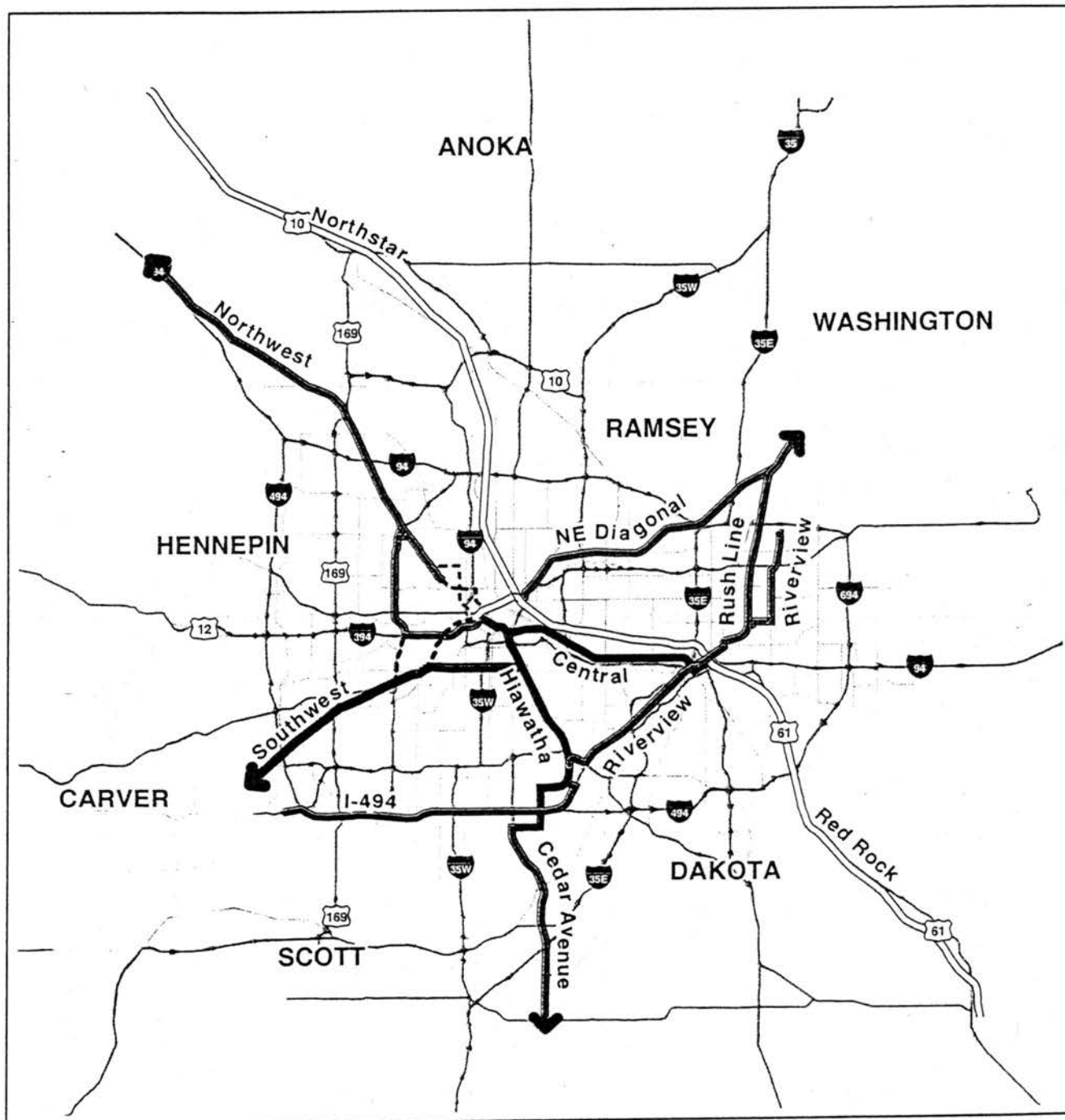
	YEA	NAY	OTHER
Tony Bennett	<u>X</u>	—	—
Dino Guerin	<u>X</u>	—	—
Susan M. Haigh	<u>X</u>	—	—
Rafael E. Ortega	<u>X</u>	—	—
Victoria Reinhardt	<u>X</u>	—	—
Janice Rettman	<u>X</u>	—	—
Jan Wiessner	<u>X</u>	—	—

Tony Bennett, Chairman

By: 
Rafael E. Ortega, Secretary

Updates to the 2025 Transitways Map September 2002

ATTACHMENT C



Transitways on Dedicated Rights-of-way
2025 Plan

Twin Cities Metropolitan Area

Metropolitan Council
Building communities that work

- LRT
- Busway
- Busway - Alternative Downtown Connectors
- Commuter Rail
- Transitway - Technology Unspecified
- Transitway - Alternative Downtown Connectors

7

MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David F. MacMillan
Assistant County Attorney
(651) 266-3121

DATE: May 28, 2003

RE: RCRRA-HCRRA JOINT PURCHASE OF BNSF
NORTHEAST DIAGONAL

BACKGROUND

The Burlington-Northern and Santa Fe Railroad (the BNSF) has offered to sell to the Ramsey County and Hennepin County Regional Railroad Authorities a segment of abandoned rail corridor approximately 8,750 feet in length and lying in the cities of Minneapolis, St. Anthony, and Roseville. The majority of this corridor, approximately 7,750 feet, is in Hennepin County, but a segment 1,000 feet long south of Ramsey County Road C and lying between the Hennepin-Ramsey County boundary on the west and Walnut Street on the east lies in Roseville.

The Hennepin County Regional Railroad Authority (HCRRA) has undertaken a lead role in negotiating a purchase agreement with the BNSF, and has concluded its negotiations. The purchase agreement is between the HCRRA and BNSF, but contains an assignment of the Ramsey County portion of the line to the RCRRA; the RCRRA agreement will thus not be with BNSF, but with HCRRA.

DISCUSSION

The HCRRA-BNSF agreement (copy attached) is substantially the standard BNSF purchase agreement. As such, it is highly favorable to the BNSF and contains a number of provisions which

are less than favorable to the regional railroad authorities, and of which you should be aware, as follows:

1. The purchase price for the entire line is One Million Dollars (\$1,000,000). Of this, the RCRRA portion will be \$150,000.00.
2. The BNSF will convey all of its title by quit claim deed, which is standard, but subject to the following reservations:
 - (a) BNSF will reserve the right to continue to operate and maintain all existing driveways, roads, utilities, tracks, wires, fiber optic lines, and easements of any kind whatsoever, whether owned, operated, used, or maintained by BNSF, its licensees, or other third parties and whether or not of record.

A walking survey of the Ramsey County portion does not show any visible roads, driveways, utilities, wires, or other uses of the property, which might be reserved by BNSF, except as discussed in the retained easement section below. Hennepin County has conducted some title work (we have requested an ownership and encumbrance report on the Ramsey County portion, which should be available by this meeting), which suggests that the existing licenses are all on its portion of the line. The difficulty with this section of the purchase agreement lies in the area of uses of the property which cannot be seen by inspection, such as underground facilities like fiber optic, cable, and in the fact that unrecorded interests may affect the property. We have no reasonable way to ascertain the existence of such unrecorded interests.

At such time as it is decided to construct rail transit on the line, the RCRRA, however, can acquire all outstanding rights by eminent domain, if needed. Such acquisition would, naturally, be an additional cost, but at least there is not an insurmountable possibility that an unrecorded interest holder could permanently prevent use of the property.

- (b) Of most concern to RCRRA is that the BNSF will retain an easement over what appears to be the middle 30 feet of the 100 feet wide corridor, in Ramsey County, over which it will continue the right to operate trains. The BNSF has evidently an agreement with the Minnesota Commercial Railroad to use this section of their line for switching/backing up purposes. It is not used frequently, and there remains two 35 feet wide strips on either side of the BNSF retained easement, which the RCRRA can use for its purposes..

The BNSF has also agreed that it will retain the easement only for rail purposes, and if it abandons such purpose their retained easement will expire and the line will no longer be subject to the easement. However, unlike the other licenses/interest described herein, regional railroad authorities cannot acquire operating rail lines by eminent domain.

Finally, BNSF has agreed that it will move its retained tracks, if required by the RCRRA, but at RCRRA's expense to accommodate rail use of the corridor by the RCRRA..

3. The line has not been subject to a complete land survey, so at present it is unknown if there are any encroachments on the railroad's property. From visual inspection, however, it appears that there are no significant encroachments, which would affect construction or operation of the line for rail purposes.
4. Title issues, if any, will not be corrected by the BNSF. This, too, is BNSF's standard language about which it will not usually negotiate. The BNSF asserts the position that a Buyer will only get what title BNSF has, and the BNSF will not warrant that it has good title.
5. Environmental issues are also problematic for Buyers. As usual, the BNSF, when it disposes of property, requires the Buyer to assume all environmental liability. The BNSF position has become less equitable than it was when the RCRRA acquired its 6.4 miles northeast corridor in 1992. At that time, and with that line, the BNSF, while it would not agree to an environmental indemnification clause, agreed to delete any environmental clause, thus at least allowing RCRRA to sue BNSF if contamination was found. In the present agreement, however, BNSF, in essence, has required that the rail authorities agree not to sue the BNSF if an environmental problem is found to exist.

The RCRRA will acquire its portion of the line pursuant to the separate agreement between HCRRA and RCRRA, which is attached to the purchase agreement as Exhibit E.

SUMMARY AND CONCLUSION

The purchase agreement contains a number of provisions which are unfavorable to the RCRRA, but which must be accepted if you wish to acquire the property. None of the provisions, however, are of sufficient legal risk for our office to recommend against proceeding with the acquisition.

FORM APPROVED BY LAW**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY****REAL ESTATE PURCHASE AND SALE AGREEMENT**

Staubach Global Services, Inc.
5650 N. Riverside Drive, Suite 101
Fort Worth, Texas 76137

May 21, 2003

BUYER'S OFFER

1. The undersigned, hereinafter called "Buyer", offers to purchase from The Burlington Northern and Santa Fe Railway Company hereinafter called "Seller", all of Seller's right, title and interest in and to that parcel of land situated in or near the City of Minneapolis, St. Anthony and Roseville, Counties of Hennepin and Ramsey and State of Minnesota, shown hatched black on map marked Exhibit "A", dated July 29, 1999, attached hereto and made a part hereof (said parcel of land being hereinafter called "the Property") including that property legally described, and individually and separately identified as the Hennepin Parcel and the Ramsey Parcel, in Exhibit "B" and that personal property described in Exhibit "C" at the price and upon the terms and conditions as follows.

PURCHASE PRICE AND PAYMENT

2. Seller may approve or disapprove this Agreement for any reason whatsoever, in Seller's sole and absolute discretion, whether reasonable or unreasonable or whether arbitrary or capricious, subject to the approval of this Agreement by Seller, Buyer agrees to pay to Seller the purchase price of One Million and no/dollars (\$1,000,000.00) ("Purchase Price") for Property, of which the amount of \$50,000.00 hereinafter called the "Deposit", is paid to Seller, or Seller's assignee, to be applied on the purchase price. Said deposit check shall be forwarded to Staubach Global Services, Inc. at 4105 Lexington Avenue N., Suite 200, Arden Hills, Minnesota 55126, and then forwarded to the Seller's account. Said deposit check should be made payable to JP Morgan Chase Bank/Escrow Agent APEX. Said deposit shall be refunded to Buyer if this offer is not accepted by Seller within forty-five (45) days from the date of said offer. The balance of said purchase price shall be paid in cash or by certified check to Seller or wire transfer to Seller's account as designated by Seller at the time Seller's deed to

said property is delivered to Buyer which shall be on or after June 16, 2003 ("Closing"). Notwithstanding anything set forth herein to the contrary, the balance of the purchase price shall be due ten (10) days from notice that Seller's deed is ready for delivery. Delivery of said deed shall be made at Seller's above stated office located in Arden Hills, Minnesota at Closing.

TAX-DEFERRED EXCHANGE

3. Seller has elected to assign this Agreement to Apex Property & Track Exchange, Inc. ("Apex"). Apex is a qualified intermediary within the meaning of Section 1031 of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.1031(k)-1(g), for the purpose of completing a tax-deferred exchange under said Section 1031. Seller shall bear all expenses associated with the use of Apex, or necessary to qualify this transaction as a tax-deferred exchange, and, except as otherwise provided herein, shall protect, reimburse, indemnify and hold harmless Buyer from and against any and all reasonable and necessary additional costs, expenses, including attorneys fees, and liabilities which Buyer may incur as a result of Seller's use of Apex or the qualification of this transaction as a tax-deferred transaction pursuant to Section 1031. Buyer shall cooperate with Seller with respect to this tax-deferred exchange, and shall execute in triplicate the attached Assignment of Rights Under Contract to Real Estate, hereinafter described as Exhibit "D".

CONVEYANCE

4. Seller shall convey or caused to be conveyed, all of Seller's right, title and interest in the property, if any, to Buyer by Quitclaim Deed subject to the exceptions and reservations, whether or not of record and in accordance with the other terms, conditions and reservations contained herein. Buyer shall, as soon as possible after acceptance of this offer, advise the Seller of Buyer's intent to have the property surveyed. In the event the Seller's description of the property used in the Deed and the use of an Exhibit map for reference in the Deed is not acceptable to the Buyer, the Buyer shall so advise the Seller of their objections of said description and within 15 days thereof, the Buyer shall, at their expense, arrange for a survey of the property to be furnished to the Seller. In conformance with Minn. Stat. § 1031.235, upon execution of this Agreement Seller shall disclose to Buyer the location of any known wells located on the property; and upon closing Seller shall either certify on the quit claim deed that Seller does not know of any wells located on the real estate or shall provide to Buyer a well disclosure certificate.

ACCEPTANCE CONSTITUTES AGREEMENT

5. This offer of the Buyer to purchase the property when duly accepted and signed by the Seller shall constitute the entire agreement between the parties for the sale and purchase of the property and shall bind and inure to the benefit of the Seller, the Buyer, and their heirs, executors, administrators, successors and assigns.

LIQUIDATED DAMAGES AND SPECIFIC PERFORMANCE

6. Time is of the essence of this contract. If the Buyer shall fail to perform this contract within the time limits herein specified, Seller may retain the deposit as liquidated damages, not as a penalty or forfeiture, and declare this contract terminated, or Seller may proceed to have this contract specifically enforced.

SUCCESSORS IN INTEREST

7. Wherever referred to herein, the term Buyer shall imply, mean and apply to the Buyer, its successors, assigns, heirs, executors, administrators, or designees, who shall be severally and collectively liable for any and all performance hereunder except that upon Partial Assignment of this Real Estate and Sale Agreement to the Ramsey Assignee as provided for in Paragraph 31, Buyer shall have no further obligations to Seller as to the Ramsey Parcel. Wherever referred to herein the term Seller shall imply, mean and apply to the Seller, its successors, assigns, heirs, executors, administrators, or designees, who shall be severally and collectively liable for any and all performance hereunder.

THIS OFFER IS AND THE CONVEYANCE OF THE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND RESERVATIONS.

8. A. Easements — Sale of the Property shall be subject to the continued maintenance, operation and use of all existing driveways, roads, utilities, tracks, wires, fiber optic lines and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Seller, Seller's licensees or other third parties and whether or not of record, if any, with reasonable right of entry for the repair, reconstruction and replacement thereof.

B. Buyer's obligation to close on this transaction is contingent upon the following:

- i) Authorization by Buyer's Board of Commissioners;
- ii) Partial Assignment of this Real Estate Purchase and Sale Agreement to the Ramsey Assignee and acceptance by the Ramsey Assignee of the rights and obligations of this Real Estate Purchase and Sale Agreement as to the Ramsey Parcel as provided for in Paragraph 31.

Buyer shall not be obligated to provide the Deposit to Seller until the above contingencies have been satisfied or waived by Buyer. These contingencies are for Buyer's sole benefit and are waivable by Buyer prior to Closing at Buyer's sole discretion.

OTHER TERMS AND CONDITIONS

9. Title Defects--If, within the ten (10) day period following Seller's notice to Buyer that Seller's deed is ready for delivery, Buyer notifies Seller that Buyer has requested evidence of

title to the Property, Buyer shall furnish to Seller at Buyer's expense such evidence of title within thirty (30) days of said notice from Buyer in the form of an abstract of title, a title commitment or an attorney's opinion of title, and a written statement specifying the matters or defects other than said permitted exceptions and reservations and other than such usual exceptions contained in Owner's policies and the matters to which this sale is subject by the terms hereof, the time of payment of the balance of the purchase price shall be extended for a period of sixty (60) days after the receipt of said evidence of title and statement. If Seller is unable or unwilling to cure such matter or defects within said sixty (60) day period, and Buyer is unwilling to accept the deed subject to such matter or defects then either party may terminate this Agreement by serving written notice of termination upon the other party within fifteen (15) days thereafter and all further rights and liabilities under this Agreement shall cease and terminate except that Seller shall return the deposit to Buyer and Seller shall reimburse Buyer for the actual amount paid by Buyer, if any, to an abstractor for an abstract of title or an attorney's opinion of title, or to a title company for a title report (but not for title insurance), provided that said abstract or title report shall be delivered and assigned to Seller. Otherwise, Buyer shall remit to Seller, or Seller's assignee, the purchase price within ten (10) days or at closing, whichever is earlier.

10. Real Estate Commissions--If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except to Staubach Global Services, Inc., ("Broker") pursuant to a separate agreement. On and prior to the Date of this Agreement, Broker has advised, and hereby advises, Buyer, by this writing and by other means, and Buyer hereby acknowledges that Buyer has been so advised, that the Broker is acting as the agent of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised.

11. Liens of Seller's Mortgages--Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of Seller's mortgages, where required under the terms of any mortgage on the Property, within one hundred eighty (180) days after the first meeting of Seller's Board of Directors held after the conveyance contemplated herein. In the event Seller shall be unable to obtain said releases for any reason, Seller and Buyer shall have the right to terminate this Agreement upon serving written notice of termination upon the other within fifteen (15) days thereafter, and both parties shall thereupon be released and discharged from all liabilities and obligations hereunder, except that Seller shall repay to Buyer any and all sums therefore paid by Buyer to Seller upon a reconveyance of title to the Property to Seller free and clear of defects or objections to the same extent as if no conveyance had been made to Buyer hereunder.

12. Other Liens--Any judgment against Seller which may appear of record as a lien against the Property shall be settled and satisfied by Seller if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied. All outstanding special assessments levied or due in the year the deed is delivered shall be paid by Buyer.

13. General Real Estate Taxes--Real estate taxes or assessments payable or paid in the year the deed is delivered shall be prorated by Seller and Buyer as of the date on which the deed is delivered on the basis of the most recent ascertainable taxes assessed against the subject Property, or as may be equitably apportioned thereto by the Seller if the Property is not separately assessed or unless the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer.

14. Transfer Taxes--Buyer agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the conveyance instrument. In the event of Buyer's failure to do so, if the Seller shall be obligated so to do, the buyer shall be liable for all costs, expenses and judgments to or against the Seller, including all of Seller's legal fees and expenses and same shall constitute a lien against the Property to be conveyed until paid by the Buyer.

15. Notices and Demands--All notices, demands, payments and other instruments required or permitted to be given or served by either party shall be in writing and deemed to have been given or served by either party if sent by registered or certified mail, addressed to the other party at the address shown herein.

16. Governmental Approval--If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject thereto and that both parties shall use their best efforts to obtain such approval. The closing date shall be extended for such period as may be required to obtain such approval. In the event said approval cannot be obtained, either party may terminate this Agreement without liability to the other, except that Seller shall return the deposit to Buyer.

In the event a city, county, or other governing authority wherein said Property is located requires a survey or plat or has a subdivision ordinance, the Buyer shall obtain such survey or plat, all at Buyer's sole cost and expense. The survey or plat shall be submitted by Buyer to Seller for review and approval prior to recording and within a period of forty-five (45) days after the date of Seller's acceptance of this offer.

17. Deposit Authorization -- Buyer hereby authorizes Seller to cash any checks that may be delivered to Seller as a deposit or option payment, and to take the amount of any such deposit or option payment into its accounts, with the understanding that it will not constitute acceptance of this offer; provided, however, that such authorization is given with the understanding that in the event the offer is not accepted the Seller agrees to refund the amount

of any deposit in full within thirty (30) days of the date of Buyer's offer.

18. Rail Service -- Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

19. Leases and License Prepayment Limitation -- Seller shall not refund any prepaid or unearned lease rentals unless such prepaid or unearned rentals for each lease exceeds the sum of \$500.00.

20. Lease Rentals Continuance Buyer's Lease -- Buyer agrees to keep rentals, taxes and other charges payable to Seller under the terms of lease(s) NONE (Lease No.) fully prepaid with any refund or adjustment of same to be made as of the date of Closing. If a lease includes a site only partially located within the Property being purchased, the refund, if applicable, shall be apportioned for that part of said lease site within the Property. Cancellation of said lease shall be upon the date of conveyance of Property.

21. Leases Other than Buyer -- Lease(s) Those Permits/Leases identified on Exhibit F, being in the name of other than Buyer, shall be assigned to Buyer upon date of conveyance of the Property and will be subject to apportionment of prepaid rental, payable to Buyer, as of date of conveyance.

22. Complete Agreement -- This Agreement contains the entire Agreement between Seller and Buyer with respect to the Property and, except as set forth in this Agreement, neither Seller, nor Seller's agents or employees, have made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Property.

ADDENDUM PROVISIONS

23. This Agreement relates only to land and the personal property described in Exhibit "C". Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place.

24. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1954, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

25. It is specifically agreed and understood by the parties hereto that the Buyer shall before June 12, 2003, accept and sign this Real Estate Purchase and Sale Agreement and return same together with the \$50,000.00 deposit named herein to JP Morgan Chase Bank/Escrow Agent APEX. Seller shall have five (5) days following receipt of the Agreement and Deposit from Buyer to approve and accept the Agreement. Failure of the Buyer or Seller to perform within the time restrictions will render this Agreement null and void in its entirety and Seller shall return the Deposit to Buyer as provided for in Paragraph 17.

26. Buyer has been allowed to make an inspection of the property and has knowledge as to the past use of the property. Based upon this inspection and knowledge, Buyer is/are aware of the condition of the property and **BUYER IS AWARE THAT BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT BUYER IS/ARE NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including the physical condition of the property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in, of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property. Buyer is aware of the risk that hazardous substances and contaminants may be present on the property. Buyer shall exercise due care in the development and use of the Property taking into account such risk of hazardous substances and contaminants and taking all appropriate measures to ensure that any hazardous substances and contaminants are not released or otherwise constitute an exposure to human health or the environment.

By accepting delivery of the Quit Claim Deed, Grantee covenants and agrees not to sue Grantor with respect to any Claim arising under any Environmental Law pertaining in any way to Hazardous Substances on the Property.

The term "Claim" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation, petroleum oil and any of its fractions.

27. Seller shall reserve unto itself, its successors and assigns a 30 foot wide easement ("Railroad Easement") as shown colored green on Exhibit "A", for the purpose of construction, maintenance, renewal and removal thereon of railroad tracks, the operation thereover of railroad trains and appurtenances thereto upon and across that portion of the Property. The Railroad Easement is located on the Ramsey Parcel only. At Buyer's request for purpose of implementing future transportation uses on the Property, Buyer and Seller shall cooperate to relocate, at Buyer's sole cost and expense, the easement area on Ramsey Parcel in a manner that does not unreasonably interfere with Seller's freight railroad operations. Said easement shall cease and Seller shall deliver to Buyer a recordable release of easement upon termination of freight rail operations over the easement area.

28. Within the Property Buyer and Seller acknowledge that a monitoring well no. 583050 is located thereon. Neither party owns nor maintains the monitoring well and it is assumed that the well may have been placed thereon by an adjoining landowner who may have, or possibly continues, to monitor the same. As Seller retains no responsibility to the monitoring well, Seller agrees that upon transfer of the Property to the Buyer, that the Buyer may, in accordance with the regulations and guidelines of the Minnesota Pollution Control Agency, arrange to have the monitoring well closed, relocated or remain as-is.

29. The parties agree the terms, conditions, and addendum provisions of this Agreement shall survive closing. The parties agree further that this Agreement is for the benefit of the parties only, and shall not be construed to create third party beneficiary rights.

30. Notwithstanding, anything herein, this sale shall close no later than June 30, 2003.

31. Buyer has elected to partially assign this Agreement as to that part of the Property located in Ramsey County, identified in Exhibit B as the Ramsey Parcel to the Ramsey County Regional Railroad Authority ("Ramsey Assignee") as provided for in Exhibit E, attached hereto and made a part of this Agreement. Seller consents to the Partial Assignment. Upon Partial Assignment of this Agreement to the Ramsey Assignee, at Closing, Seller shall convey the Hennepin Parcel to Buyer and Seller shall convey the Ramsey Parcel to the Ramsey Assignee.

32. The terms of the covenant not to sue contained in Paragraph 26 and the freight railroad easement in Paragraph 27 shall survive the Closing and shall not merge into the quit claim deed.

BUYER MUST CLEARLY SET FORTH FULL AND CORRECT NAMES OR PARTY OR PARTIES TO WHOM TITLE WILL BE CONVEYED, THEIR ADDRESS, THEIR RELATIONSHIP, IF ANY, AND WHETHER CONVEYANCE IS TO BE IN JOINT TENANCY OR OTHERWISE, AND IF A COMPANY, WHETHER IT IS A PARTNERSHIP, TRUST, TRUSTEE OR CORPORATION, ADDRESS OF PRINCIPAL OFFICE AND STATE OF INCORPORATION

This offer consisting of 9 pages and by said Exhibits "A (Map), B (Legal Description), C (Personal Property-Other Rights), D (Assignment of Rights to Apex), E (Partial Assignment to Ramsey County Regional Railroad Authority) and F (Permits/Leases)" attached hereto, are made a part hereof, have been made, signed and sealed in duplicate by the Buyer this _____ day of _____, 2003.

Buyer's name as it is to appear on deed: _____
(PRINTED/TYPED)

By: _____ X _____
NAME(PRINTED/TYPED) SIGNATURE

TITLE (OR 2ND SIGNATURE IF PARTNERSHIP)STATE OF INCORPORATION

ADDRESS OF BUYER CITY, STATE AND ZIP CODE TELEPHONE NO.
(INCLUDING AREA CODE)

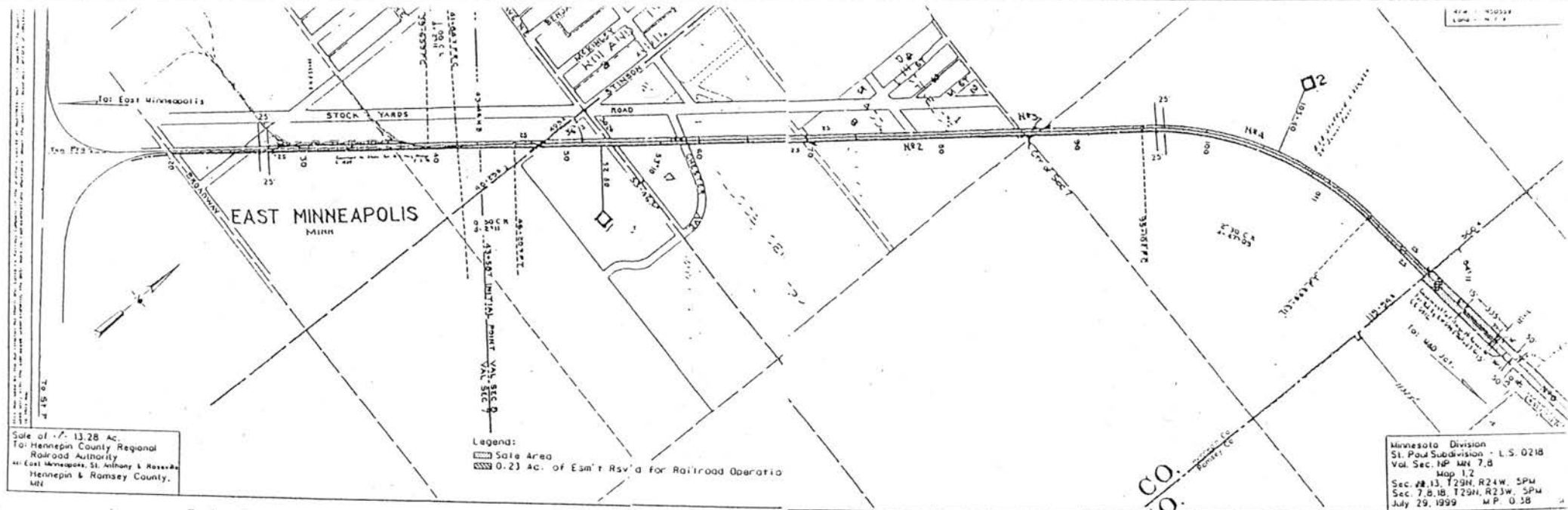
The foregoing offer is Accepted by Seller

This _____ day of _____, 2003.

THE BURLINGTON NORHTERN AND
SANTA FE RAILWAY COMPANY

BY: _____

TITLE: _____



20

EXHIBIT B

(Legal Description Hennepin Parcel)

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 50.0 foot wide Branch Line right of way, being 25.0 feet wide on each side of said Railway Company's hereinafter described Main Track centerline upon, over and across the NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, and the SW $\frac{1}{4}$, the SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 7, all in Township 29 North, Range 23 West of the 4th P. M., Hennepin County, Minnesota, bounded on the Southwest by the South line of said NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, and bounded on the Northeast by the East line of said Section 7, Township 29 North, Range 23 West.

Main Track Centerline Description

Beginning at a point on the South line of the NE $\frac{1}{4}$ of Section 13, Township 29 North, Range 24 West, also being the centerline of Broadway Street NE, 240.0 feet normally distant Southeasterly from the centerline of New Brighton Boulevard; thence Northeasterly along a straight line to a point on the East line of said Section 13 distant 409.2 feet South of the Northeast corner thereof; thence Northeasterly to a point on the South line of Section 7, Township 29 North, Range 23 West, distant 302.4 feet East of the Southwest corner of said Section 7; thence continuing Northeasterly along the last described course 4,163.9 feet to a point of curve; thence Northeasterly along a tangential curve concave Southeasterly having a radius of 2,292.01 feet, central angle of 47° 09' an arc length of 1,886.0 feet; thence Easterly, tangent to said curve, 598.3 feet to a point on the East line of said Section 7 distant 960.6 feet South of the Northeast corner of said Section 7 and there terminating.

(Legal Description Ramsey Parcel)

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 100.0 foot wide Branch Line right of way, being 50.0 feet wide on each side of said Railway Company's hereinafter described Main Track centerline upon, over and across the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8, Township 29 North, Range 23 West of the 4th P. M., Ramsey County, Minnesota, bounded on the West by the West line of said Section 8, and bounded on the East by the East right of way line of Walnut Street in the City of St. Paul, Minnesota, **RESERVING**, however, unto said Grantor, its successors and assigns, a 30 foot wide railroad easement, being 15.0 feet wide on each side of the hereinafter described Main Track centerline, including the right, privilege and easement to construct, maintain, repair, renew, use, operate over, replace or remove railroad tracks, drainage facilities and appurtenances thereto in, along, over, upon or across that portion of the hereinabove described premises, to have and to hold said easement for so long as the same is used or required for railroad purposes and until said Grantor, its successors or assigns, shall remove all such facilities from the said premises with the intent to abandon said easement.

Main Track Centerline Description

Beginning at a point on the West line of said Section 8 distant 960.6 feet South of the Northwest corner thereof; thence Easterly, making an angle of $84^{\circ} 11'$ measured from North to East of said West line, a distance of 1,000 feet and there terminating.

EXHIBIT "C"

The Property additionally comprises the following:

1. Seller's interest in that certain line of railroad (the "Line of Railroad") extending from the centerline of Broadway Street N.E., Minneapolis, Hennepin County, Minnesota, in a northeasterly and easterly direction in and through the cities of Minneapolis, St. Anthony, and Roseville, and terminating in Roseville, Ramsey County, Minnesota, at the centerline of Walnut Street, as such street is currently laid out and constructed, which Line of Railroad is depicted on Exhibit A to the Real Estate Purchase and Sale Agreement subject to the Railroad Easement, **excepting therefrom that segment of trackage situated within the 30 foot wide Railroad Easement as specified within Paragraph 27 of this Real Estate Purchase and Sale Agreement.**
2. Seller's interest in any spur tracks and spur track rights of way appurtenant to the Land or the Line of Railroad.
3. Seller's interest in bridges, tunnels, retaining walls, and other similar structures upon, over, under, across, or appurtenant to the Land or the Line of Railroad.
4. Seller's interest in any permits, licenses, ordinances, operating rights, privileges, easements, or other rights permitting Seller's occupancy of the Land or the operation of a railroad or other transportation use over and across the Land and the Line of Railroad, including (but not limited to) rights to cross, traverse, or operate in or upon public streets and rights of way, but excluding Seller's rights and obligations (if any) to provide common carrier freight rail service on the Line of the Railroad.
5. Seller's interest in those portions of the Land and the Line of Railroad located within public streets or other public rights of way.
6. Copies of Seller's valuation maps and engineering maps pertaining to the Land and the Line of Railroad. Buyer understands and agrees that Seller makes no representation or warranty as to the accuracy of such maps.
7. Copies of deeds of conveyance, judgments and decrees in eminent domain proceedings, and other similar records evidencing Seller's interest in the Land. Such copies shall be delivered to Buyer at a mutually convenient time within a reasonable time after the closing of this transaction.
8. Seller's interest in leases, licenses, easements, permits, and other rights granted by Seller (or its predecessors in interest) to parties other than Buyer in respect of the Land or the Line of Railroad, but only to the extent such leases, licenses, easements, permits, or other rights pertain to the Land or the Line of Railroad including those identified in Exhibit F to the Real Estate Purchase and Sale Agreement. The preceding sentence includes Seller's interest in easements and other rights acquired from Seller (or its predecessors in interest) by exercise of the power of eminent domain.

EXHIBIT "D"

ASSIGNMENT OF RIGHTS UNDER CONTRACT
TO REAL ESTATE

APEX PROPERTY & TRACK EXCHANGE, INC., a Massachusetts corporation, of 2036 Washington Street, Hanover, Massachusetts 02339, (hereinafter called "Assignee"), THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (hereinafter called "Exchangor"), and Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota (hereinafter called "Buyer").

Whereas, Exchangor and Buyer heretofore entered into an Agreement dated April 14, 2003 (the "Contract"), wherein Exchangor agrees to assign the rights to the Contract, but not the obligations and warranties over to Assignee, as it pertains to the following described Relinquished Property:

"See EXHIBIT "A" attached hereto and made a part hereof".

Now, Therefore, Exchangor hereby assigns to Assignee all of the Exchangor's rights under the Contract, as contemplated by Treasury Regulations Section 1.1031 (k)-1(g)(4)(v), including all deposits received prior to issuing a Deed transferring legal title. Exchangor's obligations and warranties under the Contract remain with the Exchangor, including the authority to issue a Deed transferring legal title to the Relinquished Property over to the Buyer.

Assignee previously represented, warranted and covenanted to Exchangor, under the Master Exchange Agreement dated January 1, 1997, that it will not transfer, assign, mortgage or hypothecate the rights that it is receiving from the Exchangor and that Assignee shall not amend, terminate, modify, supplement or otherwise alter any term, condition or other provision of the Contract. At the same time the Deed goes into effect transferring legal title to the Buyer, rights received under this Assignment of Rights are transferred to the Exchangor.

Assignee is participating in this transaction only as a Qualified Intermediary and that for purposes of any dispute regarding the Relinquished Property, Exchangor and Buyer shall look solely to each other with respect to resolving any such dispute and neither one shall look to the Assignee. This shall be binding upon and shall inure to the respective heirs, successors and assigns of Exchangor and Buyer.

This instrument may be executed in any number of counterparts, each of which, when duly executed, shall constitute an original hereof.

In Witness Whereof the parties hereto have executed this Assignment of Rights Under Contract, to be effective as of the date on which the last party hereto signs.

Exchangor:

**THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a
Delaware corporation**

By: _____ Date: _____
D. P. Schneider
General Director Real Estate

Assignee:

APEX PROPERTY & TRACK EXCHANGE, INC., a Massachusetts corporation

By: _____ Date: _____

Buyer:

**HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY
a political subdivision of the State of Minnesota**

By: _____ Date: _____
Name: _____
Title: Chair of Its Board

By: _____ Date: _____
Name: _____
Title: Deputy/Executive Director

Attest: _____ Date: _____
Name: _____
Title: Deputy/Clerk of Its Board

EXHIBIT E

Partial Assignment of Real Estate and Sale Agreement

WHEREAS, Hennepin County Regional Railroad Authority (HCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignor.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Ramsey Assignee.

WHEREAS, pursuant to Minn. Stat. § 117.016 and Minn. Stat. §§ 471.59 and 398A.04, Subd. 9, Ramsey Assignee and Assignor are authorized to acquire property for a public purpose and enter into this Agreement for and Partial Assignment of Real Estate and Sale Agreement (Assignment) for acquisition of the property and apportion the acquired property between the two for their respective uses.

WHEREAS, in lieu of the exercise of its eminent domain authority, Assignor has entered into a Real Estate Purchase and Sale Agreement (Purchase and Sale Agreement) with the Burlington Northern and Sante Fe Railway Company (Seller) for Property commonly known as the Northeast Diagonal (Corridor) for purposes of preserving it for future transportation uses. The Corridor consists of two parcels identified as the "Hennepin Parcel" which is located in Hennepin County and the "Ramsey Parcel" which is located in Ramsey County.

WHEREAS, Assignee desires to acquire the Ramsey Parcel from Seller and Assignor desires to acquire the Hennepin Parcel from Seller pursuant to the Purchase and Sale Agreement for purposes of preserving the parcel for future transportation purposes.

1. Assignor hereby assigns to Ramsey Assignee and Ramsey Assignee hereby accepts all rights and obligations and interest contained in the Real Estate Purchase and Sale Agreement between Assignor and Seller, attached hereto as Exhibit A to this Assignment, as it applies to that portion of the Property identified as the Ramsey Parcel.
2. By acceptance of this Assignment Purchase, Ramsey Assignee states that it has had an opportunity to examine evidence of title to its satisfaction as to the Ramsey Parcel and hereby waives any rights to object to title provided for in paragraph 9.
3. Pursuant to this Assignment, Ramsey Assignee shall be responsible for \$ _____ of the Purchase Price for the Ramsey Parcel and Assignor shall be responsible for \$ _____ of the Purchase Price for the Hennepin Parcel. Ramsey Assignee shall be responsible for expenses related to the Ramsey Parcel and Assignor shall be responsible for those regarding the Hennepin Parcel.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
Assignor

By: _____
Its Chair of the Board
Date: _____

By: _____
Its Executive Director/Deputy
Date: _____

ATTEST: _____
Clerk/Deputy of the Board

Approved as to form:

Assistant Hennepin County Attorney
Date: _____

Approved as to execution:

Assistant Hennepin County Attorney
Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
Assignee

By: _____
Its Chair of the Board
Date: _____

By: _____
Its Executive Director/Deputy
Date: _____

Approved as to form:

Assistant Ramsey County Attorney
Date: _____

Approved as to execution:

Assistant Ramsey County Attorney
Date: _____

EXHIBIT "F"

PERMITS/LEASES TO BE ASSIGNED IN ACCORDANCE WITH PROVISION 21 OF THE REAL ESTATE PURCHASE AND SALE AGREEMENT

Permit No.	Permittee	Purpose
80431	Minneapolis Gas Co.	Gas Pipeline Crossing
73500-414	NW Bell Telephone	Telephone Line Crossing
73500-439	NW Bell Telephone	Telephone Line Crossing
244440	Northern Cablevision of Mpls.	O.H. Cable Crossing
64747	Minneapolis Gas Company	Gas Pipeline Crossing
73500-765	NW Bell Telephone	Telephone Line Crossing
91351	Northern States Power Co.	Electric Line Crossing
60242	Minneapolis Gas & Light Co.	12" Gas Pipe
71292	City of Minneapolis	Water Pipeline Crossing
24560	Hillside Cemetery Assoc.	Water Pipeline Crossing
16565	NW Bell Telephone	O.H. Wire Crossing
212229	City of Minneapolis	54" Storm Sewer Crossing
73500-1207	NW Bell Telephone	U.G. Cable Crossing
48487	Memorial Park Assoc., Inc.	Sewer Pipeline Crossing
77738	Minneapolis Gas Company	Gas Pipeline Crossing
PX 85-6001	City of Minneapolis	8" Sanitary Sewer
55658	Memorial Park Assoc., Inc.	Water Pipeline Crossing
51819	Memorial Park Assoc., Inc.	Water Pipeline Crossing
71141	Sunset Memorial Park Assoc.	Storm Sewer Crossing
72257	Sunset Memorial Park Assoc.	Road Crossing
234624	R & B Stafford	24" Sewer Encroachment

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/5/03
Date

Board Action Requested

Approve agreement with Hennepin County Regional Railroad Authority for acquisition of Burlington Northern Santa Fe Railway corridor in Roseville for \$150,000 and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the agreement.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 6/5/03
 - 3) Agreement

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 10, 2003
Board Date

Kristine A. Longhenny
Signature

June 5, 2003
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has approved the purchase agreement for an abandoned rail corridor located in Hennepin and Ramsey Counties by Burlington Northern Santa Fe, including the purchase price of one million dollars (\$1,000,000), with the Ramsey County Regional Railroad Authority share of \$150,000; and

WHEREAS, The Minnesota Department of Transportation has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program in the amount of \$500,000; Hennepin County Regional Railroad Authority will receive 85 percent of those funds (\$425,000) and Ramsey County Regional Railroad Authority will receive 15 percent of the funds (\$75,000); and

WHEREAS, The Hennepin County Regional Railroad Authority will purchase the rail corridor from Burlington Northern Santa Fe for one million dollars and will then transfer the Ramsey County portion to the Ramsey County Regional Railroad Authority for \$150,000; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve the Partial Assignment of Real Estate and Sale Agreement with Hennepin County Regional Railroad Authority for acquisition of the Burlington Northern Santa Fe rail corridor in Roseville for \$150,000; and Be It Further

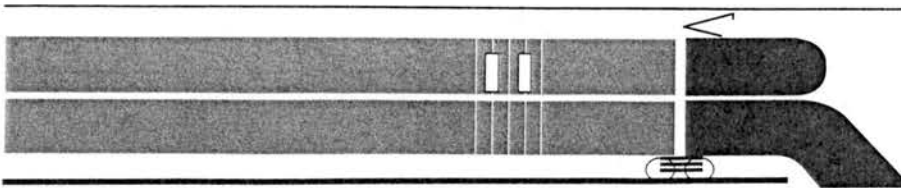
RESOLVED, That the Ramsey County Regional Railroad Authority Chair is authorized to execute and sign the Partial Assignment of Real Estate and Sale Agreement with Hennepin County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director *KD*

Subject: Agreement with Hennepin County for Acquisition of Burlington Northern
Rail Corridor

Date: June 5, 2003

The Burlington Northern Santa Fe (BNSF) railroad has abandoned an approximately two-mile section of their railroad from Broadway Avenue in Minneapolis to Walnut Street in Roseville (see attached map). The HCRRA has been negotiating on behalf of the Ramsey County Regional Railroad Authority (RCRRA) to acquire this section of abandoned rail corridor. HCRRA has offered BNSF \$1 million for the purchase of this two-mile corridor, with HCRRA paying \$850,000 and RCRRA paying \$150,000. BNSF has agreed to the \$1 million purchase price provided their purchase contract language was used in the purchase agreement; these terms have been accepted. HCRRA and RCRRA are also receiving State Rail Bank funds in the amount of \$500,000 for the acquisition. RCRRA will receive 15% of the Rail Bank funds, or \$75,000; thus the RCRRA portion is \$75,000.

A Partial Assignment of Real Estate and Sale Agreement is included for your review. This agreement would facilitate the transfer of the rail corridor from HCRRA to RCRRA.

Recommendation:

Approve the Partial Assignment of Real Estate and Sale Agreement with Hennepin County Regional Railroad Authority for acquisition of Burlington Northern Santa Fe rail corridor in Roseville for \$150,000, and authorize the Chair to execute and sign the agreement.

Attachment

Partial Assignment of Real Estate and Sale Agreement

WHEREAS, Hennepin County Regional Railroad Authority (HCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignor.

WHEREAS, Ramsey County Regional Railroad Authority (RCRRA) is a political subdivision of the State of Minnesota organized pursuant to Minn. Stat. Ch. 398A, hereinafter Assignee.

WHEREAS, pursuant to Minn. Stat. § 117.016 and Minn. Stat. §§ 471.59 and 398.04, Subd. 9, Ramsey Assignee and Assignor are authorized to acquire property for a public purpose and enter into this Agreement for and Partial Assignment of Real Estate and Sale Agreement (Assignment) for acquisition of the property and apportion the acquired property between the two for their respective uses.

WHEREAS, in lieu of the exercise of its eminent domain authority, Assignor has entered into a Real Estate Purchase and Sale Agreement (Purchase and Sale Agreement) with the Burlington Northern and Santa Fe Railway Company (Seller) for Property commonly known as the Northeast Diagonal (Corridor) for purposes of preserving it for future transportation uses. The Corridor consists of two parcels identified as the "Hennepin Parcel" which is located in Hennepin County and the "Ramsey Parcel" which is located in Ramsey County.

WHEREAS, Assignee desires to acquire the Ramsey Parcel from Seller and Assignor desires to acquire the Hennepin Parcel from Seller pursuant to the Purchase and Sale Agreement for purposes of preserving the parcel for future transportation purposes.

1. Assignor hereby assigns to Ramsey Assignee and Ramsey Assignee hereby accepts all rights and obligations and interest contained in the Real Estate Purchase and Sale Agreement between Assignor and Seller, attached hereto as Exhibit A to this Assignment, as it applies to that portion of the Property identified as the Ramsey Parcel.
2. By acceptance of this Assignment Purchase, Ramsey Assignee states that it has had an opportunity to examine evidence of title to its satisfaction as to the Ramsey Parcel and hereby waives any rights to object to title provided for in paragraph 9.
3. Pursuant to this Assignment, Ramsey Assignee shall be responsible for \$150,000 of the Purchase Price for the Ramsey Parcel and Assignor shall be responsible for \$850,000 of the Purchase Price for the Hennepin Parcel. Ramsey Assignee shall be responsible for expenses related to the Ramsey Parcel and Assignor shall be responsible for those regarding the Hennepin Parcel.

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
Assignor

By: _____
Its Chair of the Board
Date: _____

By: _____
Its Executive Director/Deputy
Date: _____

ATTEST: _____
Clerk/Deputy of the Board

Approved as to form:

Assistant Hennepin County Attorney
Date: _____

Approved as to execution:

Assistant Hennepin County Attorney
Date: _____

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
Assignee

By: _____
Its Chair of the Board
Date: _____

By: H. Walpegoe
Its Executive Director/Deputy
Date: 6/5/03

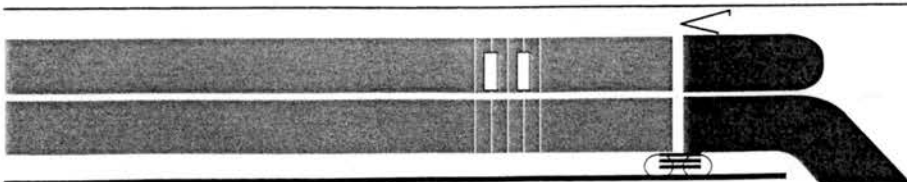
Approved as to form:

Cliff Marshall
Assistant Ramsey County Attorney
Date: 6/5/03

Approved as to execution:

Assistant Ramsey County Attorney
Date: _____

Marlin Johnson 6/5/03
Budget & Acctg



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

AGENDA

Regional Railroad Authority Meeting

June 24, 2003

Immediately following Housing and Redevelopment Authority meeting

Third Floor Council Chambers Courthouse

1. * Approve minutes from June 10, 2003 RCRRA meeting
 2. * Approve extension of agreement #79608 with the Minnesota Department of Transportation for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the amendment to this agreement
 3. Central Corridor update
 4. Red Rock Project update
 5. * Approve agreement with Lockridge Grindal Nauen P.L.L.P. for federal intergovernmental relations consulting assistance for \$28,137.84 for the period of July 1, 2003 to June 30, 2004; \$28,981.92 for the period of July 1, 2004 to June 30, 2005; and \$29,851.32 for the period of July 1, 2005 to June 30, 2006 and authorize the Chair of the RCRRA to execute the contract
 6. * Ratify Partial Payment No. 9 in the amount of \$110,823.90 to Metropolitan Council for Riverview Corridor Transit Improvements of bus shelters, lighting and benches for the period ending May 31, 2003
- * Action is requested



Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on Tuesday, June 10, 2003, in Council Chambers Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Jim McDonough (arrived at 11:05 a.m.)
Commissioner Victoria Reinhardt (left at 11:03 a.m.)
Commissioner Janice Rettman
Commissioner Jan Wiessner

MEMBERS ABSENT: Commissioner Susan Haigh

OTHERS PRESENT: Steve Morris, Alicia Vap, Kris Longhenry, Paul Kirkwold, Kathy DeSpiegelaere, Dave MacMillan, Ken Haider, Tim Mayasich, Larry Dowell, Sandra Westerman, Jane McClure, Mary Ann Palmer

Chair Ortega called the meeting to order at 11:00 a.m.

1. Approve minutes from June 3, 2003 RCRRA meeting

Motion made by Commissioner Bennett, seconded by Commissioner Wiessner to approve the minutes from the June 3, 2003 RCRRA meeting.

Roll call vote was taken on the minutes.

Ayes – 5, Nays – 0
Motion accepted.

2. Presentation by Larry Dowell, St. Paul Area Chamber of Commerce, on the "Twin Cities Transportation System" proposal

(Commissioner Reinhardt left at this time).

Larry Dowell, President, St. Paul Chamber of Commerce, presented information to the RCRRA regarding the Twin Cities Transportation System. A copy is attached.

(Commissioner McDonough arrived at this time).

Commissioner Rettman asked if the coalition had taken a stance on the Red Rock Corridor. Larry Dowell replied it was debated significantly by the coalition; its absence on the report does not suggest it is not a part of the system but they were unable to elevate it to the same level of Northstar because of timing.

Commissioner Wiessner commended Larry Dowell for taking on the task. She commented that there was very nice press last week in the Star Tribune regarding the leadership he has provided to the St. Paul Chamber. She noted there was consensus that property tax is not an appropriate source for funding for transportation, which she agrees. She asked if there was a recommendation; Larry replied there was not, except to conclude it is a metropolitan-wide or statewide responsibility for a funding source.

Commissioner Rettman echoed Commissioner Wiessner's accolades. One of the stated principles, that transportation should be seen as transportation, not as economic development, doesn't appear in the report. Larry Dowell stated he would communicate back to her the placement in the report. Commissioner Rettman also raised the concern that the focus is on regional or state level of funding, even with a number of different modes. Larry replied that it is. Commissioner Rettman asked about finding other multi-modal systems that

could compliment existing ones. Larry noted that the coalition was not specific about where such capacity should be developed.

Commissioner Bennett noted he was pleased with Larry Dowell's presentation and asked what was planned for getting the message to the Capitol. Larry replied that transportation policy has become extremely important to the business community. Business groups will work with policy makers to make changes. The objective is to let policy makers know that the business community is united about transit issues. The current funding approach is not sufficient. Commissioner Bennett stated that he would hope that, as money becomes available, more projects could occur in the east metro area.

Commissioner McDonough thanked Larry Dowell and members of the coalition. He stated it is important for RCRRRA to see the regional approach, and asked how the RCRRRA and the coalition can work together not only with the legislature and business community, but also on a broader range in the community. Larry replied that the organization is in its infancy, learning how to be a regional business voice. Larry commented that a weakness has been the lack of a plan to go forward; developing priorities is next on the list. He stated that it is not easy to keep the group together because of conflicting agendas, and the greatest strength of the report is the single voice from the business community in support of a multi-modal transit system.

Chair Ortega echoed the kudos and noted that the governance issue could be further explored in discussions by the Coalition. Larry Dowell explained that the group wasn't ready to comment or make recommendations on the problems of government control.

4. Approve extension of agreement 79236 with the Minnesota Department of Transportation for the Riverview Corridor transit improvements Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRRA to execute the amendment to the agreement

Motion by Commissioner Bennett, seconded by Commissioner McDonough to approve extension of agreement 79236 with the Minnesota Department of Transportation for the Riverview Corridor transit improvements Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRRA to execute the amendment to the agreement.

Discussion was held to amend the language to reflect the extension should be to July 31, 2004.

Roll call vote was taken.

Ayes – 5, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has Grant No. 79236 with the Minnesota Department of Transportation to add transit improvements of bus shelters, lighting and benches along the Riverview Corridor in the amount of \$1,875,000; and

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches in the amount of \$1,875,000; and

WHEREAS, Metropolitan Council will satisfactorily complete installation of transit improvements with \$317,676 remaining fund balance; and

WHEREAS, Metropolitan Council proposes to add bus shelters, lighting and benches along the extension of the Riverview Corridor to the Maplewood Mall at a cost not to exceed the \$317,676 in remaining funds; and

WHEREAS, the Minnesota Department of Transportation Grant No. 79236 has been amended to allow this work to occur and to extend the expiration date to July 31, 2004; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority authorizes its Chair to sign grant 79236 contract extension with the Minnesota Department of Transportation for the Riverview Corridor.

5. Approve purchase agreement with Burlington Northern Santa Fe Railway for acquisition of rail corridor in Ramsey and Hennepin Counties for \$1 million with the Ramsey County portion being \$150,000

Motion by Commissioner Wiessner, seconded by Commissioner McDonough to approve purchase agreement with Burlington Northern Santa Fe Railway for acquisition of rail corridor in Ramsey and Hennepin Counties for \$1 million with the Ramsey County portion being \$150,000.

Roll call vote was taken.

Ayes – 5, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has proposed for possible future development a transitway extending from White Bear Lake to downtown Minneapolis (Northeast Diagonal); and

WHEREAS, The Metropolitan Council has identified the Northeast Diagonal as a potential busway for implementation after 2010, and the Ramsey County Regional Railroad Authority has studied the connection of land use and transit along this corridor with encouraging results; and

WHEREAS, The Burlington Northern Santa Fe Railroad has indicated a willingness to sell to Hennepin County Regional Railroad Authority and to Ramsey County Regional Railroad Authority its interest in the abandoned line; and

WHEREAS, Pursuant to Minnesota Statutes Chapter 398A.04, subdivisions 1 and 2, the Ramsey County Regional Railroad Authority may acquire real property and railroad property by purchase; and

WHEREAS, The Minnesota Department of Transportation has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program in the amount of \$500,000; Hennepin County Regional Railroad Authority will receive 85 percent of those funds (\$425,000) and Ramsey County Regional Railroad Authority will receive 15 percent of the funds (\$75,000); and

WHEREAS, the final purchase price, less Rail Bank funds, will be \$75,000 for Ramsey County Regional Railroad Authority and \$425,000 for Hennepin County Regional Railroad Authority; and

WHEREAS, the Ramsey County Regional Railroad Authority will pay \$150,000 to Hennepin County Regional Railroad Authority for its portion of the rail corridor; funds will be paid from existing designated Northeast Corridor Right-of-Way funds; the \$75,000 Rail Bank funds will be added to the Northeast Corridor Right-of-Way fund when received; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve the purchase agreement, a copy of which is attached hereto, with Burlington Northern Santa Fe pursuant to the terms contained therein, including the purchase price of one million dollars (\$1,000,000), with the Ramsey County Regional Railroad Authority share of \$150,000.

6. Approve agreement with Hennepin County Regional Railroad Authority for acquisition of Burlington Northern Santa Fe Railway corridor in Roseville for \$150,000 and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the agreement

Motion by Commissioner Wiessner, seconded by Commissioner McDonough to approve agreement with Hennepin County Regional Railroad Authority for acquisition of Burlington Northern Santa Fe Railway corridor in Roseville for \$150,000 and authorize the Chair of the Ramsey County Regional Railroad Authority to execute the agreement.

Roll call vote was taken.

Ayes – 6, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has approved the purchase agreement for an abandoned rail corridor located in Hennepin and Ramsey Counties by Burlington Northern Santa Fe, including the purchase price of one million dollars (\$1,000,000), with the Ramsey County Regional Railroad Authority share of \$150,000; and

WHEREAS, The Minnesota Department of Transportation has approved this acquisition for partial reimbursement from the Minnesota Rail Bank Program in the amount of \$500,000; Hennepin County Regional Railroad Authority will receive 85 percent of those funds (\$425,000) and Ramsey County Regional Railroad Authority will receive 15 percent of the funds (\$75,000); and

WHEREAS, The Hennepin County Regional Railroad Authority will purchase the rail corridor from Burlington Northern Santa Fe for one million dollars and will then transfer the Ramsey County portion to the Ramsey County Regional Railroad Authority for \$150,000; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve the Partial Assignment of Real Estate and Sale Agreement with Hennepin County Regional Railroad Authority for acquisition of the Burlington Northern Santa Fe rail corridor in Roseville for \$150,000; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Chair is authorized to execute and sign the Partial Assignment of Real Estate and Sale Agreement with Hennepin County Regional Railroad Authority.

Chair Ortega adjourned the meeting at 11:42 a.m.

Presentation to the Ramsey
County Regional Rail Authority
June 10, 2003

Larry Dowell
Saint Paul Area Chamber of Commerce

Metropolitan Coalition
of
Chambers

Twin Cities Transportation System:
A business perspective on meeting regional needs

MCC Members

- | | |
|--|--|
| • Anoka Area Chamber of Commerce | • North Hennepin Area Chamber of Commerce |
| • Burnsville Chamber of Commerce | • Northern Dakota County Chamber of Commerce |
| • Eden Prairie Chamber of Commerce | • Northwest Suburban Chamber of Commerce |
| • Elk River Area Chamber of Commerce | • Quad Area Chamber |
| • Forest Lake Area Chamber of Commerce | • Richfield Chamber of Commerce |
| • Hastings Area Chamber of Commerce | • River Heights Chamber of Commerce |
| • L-94 West Chamber of Commerce | • Saint Paul Area Chamber of Commerce |
| • Midway Chamber of Commerce | • Twin Cities North Chamber of Commerce |
| • MetroNorth Chamber of Commerce | • TwinWest Chamber of Commerce |
| • Minneapolis Regional Chamber of Commerce | • Wayzata Area Chamber of Commerce |

MCC Mission

To build a unified, regional voice on issues of importance to metropolitan businesses, while respecting the local leadership of individual chambers.

Issue Options

- Passenger Airport/Air Cargo Proposals
- Blueprint 2030
- Regional Transportation

"Twin Cities Transportation System:
A business perspective on meeting regional needs"

Goals

- Give the business perspective on and recommendations for transportation investments.
- Ensure that future investments maximize opportunities for economic growth.

The Report

Findings

Principles

Recommendations

Findings

- Congestion increasing faster than ever.
- Rate of increase one of highest of 75 regions.
- Creates significant costs for business.
- Environmental cost is high.

Findings

- Limited ability to increase lane miles.
- Must seek alternatives to preserve mobility.
 - Technology.
 - Greater reliance on transit system.
 - Air freight distribution center.
 - Intermodal system improvements.

Principles

- Goal: to maximize mobility at the lowest possible price.
- 4 categories:
 - General System
 - Highway/Road System
 - Transit System
 - Freight System

General System Principles

- Provide stable/continuous funding source.
- Promote multi-modal approach.
- Use state/regional funding for transit.
- Regional perspective on system investments.
- Establish the costs/benefits to be measured when evaluating projects.

General System Principles

- Be candid about costs/benefits of alternate projects.
- Appeals process for local governments.
- Promote active management of system.
- Private sector operation of system sometimes appropriate.

Highway/Road System Principles

- Prioritize projects w/ greatest regional impact.
- Finish projects already started.
- Develop infrastructure to minimize highway usage by short trip takers.
- Enhance safety/ maximize "incident mgmt."

Transit System Principles

- Promote versatility.
- Bus system: backbone. Complement system with rail where cost effective.
- Maximize potential of dedicated bus ways and bus-only shoulders to ↓ congestion.
- Avoid exclusive suburb-central city transit mentality.

Freight System Principles

- Find new approaches to managing truck traffic.
- Reduce international freight shipment delays.
- Ensure intermodal facilities are sufficient.

Recommendations

- Examples of investments that meet our principles for transportation system.
- Absence of project does not imply lack of soundness or regional significance.
- Unlisted projects should be selected and prioritized based on our principles.

Recommendations

- 3 categories:
 - Specific Projects
 - Management Techniques
 - Study Recommendations
- Not in priority order.

Specific Projects (by 2010)

- Highway/Road
 - I-494/I-694 Beltway: Complete 6 lanes.
- This investment should be region's top highway system priority.

Specific Projects (by 2010)

- Transit
 - Light rail transit: Hiawatha; Central.
 - Commuter rail: Northstar.
 - Dedicated bus ways: Northwest; Rush Line; Riverview; Cedar Ave.

Specific Projects (by 2010)

- Unspecified transit: Southwest/Midtown.
- Bus-only shoulders: 15.
- Increase bus fleet by 50%.

Specific Projects (by 2010)

- Freight
 - Additional intermodal facility.
 - Regional air freight distribution center.
 - Open HOV lanes to trucks.

Management Techniques

- Carried out through "hidden" elements of the system.
 - Dynamic: Respond to changes in traffic patterns/ conditions.
 - Benefits: travel time savings, fewer crashes, energy/environmental benefits.

Management Techniques

- Ramp meters.
- Highway helper.
- Technology-Intelligent Transportation Systems (ITS).

Study Recommendations

- Regional transportation analysts should study the following system elements/ concepts to determine their likely impact on:
 - mobility.
 - the economy.

Study Recommendations

- Suburb-suburb bus lines.
- A freight airport.
- Increase development density in some locations; enhance transit capacity accordingly.

Funding

- Minnesota Transportation Coalition: 2003 Funding and Efficiency Proposals.
- Increasing funding for projects statewide provides a good start toward financing our vision.

Next Steps

- Urge region's policymakers to make our principles their "benchmark."
- Present report to other audiences:
 - Metropolitan Council: transportation and Blueprint 2030 committees
 - Association of Metro Municipalities
 - Transportation Club

What's News?

- Business speaking to a regional issue.
- Business addressing regional transportation.
- Business supporting multi-modal approach.

Thank you!

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/17/03
Date

Board Action Requested

Approve extension of agreement 79608 with the Minnesota Department of Transportation for the Central Corridor Transit Study through December 31, 2003 at no additional cost and authorize the Chair of the RCRRA to execute the amendment to the agreement.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Memorandum from K. DeSpiegelaere dated 6/17/03
3. Amendment

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 24, 2003

Board Date

Kristine A. Longheneey
Signature

June 17, 2003

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: December 17, 2002

No.: R02-39

WHEREAS, The Ramsey County Regional Railroad Authority has contracted with the Minnesota Department of Transportation (Mn/DOT) to access federal funds for the Central Corridor Transit Study; and

WHEREAS, The contract with Mn/DOT expires June 30, 2003; and

WHEREAS, The Transit Study will not be completed until December 31, 2003;
Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority extends the \$3,715,280.60 contract with Mn/DOT through December 31, 2003 at no additional cost; and Be It Further

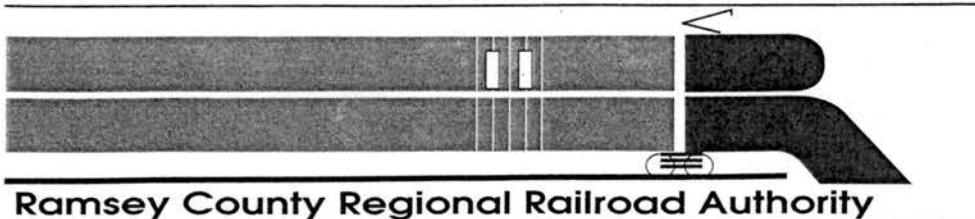
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract extension by entering into an amendment to Contract No. 79608.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Extend grant contract with Minnesota Department of Transportation
through December 31, 2003 at no additional cost

Date: June 17, 2003

A grant contract was executed between Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation (MnDOT) for the Central Corridor Transit Study.

This contract extension reflects that the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement for Bus Rapid Transit, Light Rail Transit and Baseline Alternatives for University Avenue is being reviewed by the Federal Transit Administration (FTA). This review has not yet been completed by the FTA, therefore a time extension of the MnDOT grant contract is needed. The new anticipated end date is December 31, 2003.

Recommendation:

Consider attached resolution and authorize chair to sign the grant contract extension with the Minnesota Department of Transportation.



Minnesota Department of Transportation

Transportation Building

395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

May 12, 2003

Kathryn DeSpiegelaere, Director
Ramsey County Regional Railroad Authority
50 West Kellogg Boulevard
Suite 665 RCGC-West
St. Paul, MN 55102

Dear Ms. DeSpiegelaere:

Enclosed please find three copies of Amendment #4 to contract #79608 between Mn/DOT and Ramsey County Regional Railroad Authority (RCRRA). The current contract, as amended, is to conduct a transit study and a re-evaluation of the Alternatives/Draft Environmental Impact Statement (DEIS) of the Central Corridor, and to prepare a DEIS as outlined in the Scope of Work. This amendment is for a time extension only and continues the contract until December 31, 2003.

Please have all three copies signed and return them to me at:

Micky Gutzmann
Mn/DOT
MS 430
395 John Ireland Blvd.
St. Paul, MN 55155

If you have any questions about this amendment or the contract in general please contact me at 651-282-9950 or email me at Michelle.Gutzmann@dot.state.mn.us.

Sincerely,


Micky Gutzmann
Grant Specialist Coordinator

Amendment No. 4 to Agreement No. 79608

This Amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("STATE") and the Ramsey County Regional Railroad Authority, a regional railroad authority ("GRANTEE").

Background

STATE has an Original Agreement with GRANTEE, identified as Mn/DOT Agreement Number 79608, as amended, to conduct a transit study and a re-evaluation of the Alternatives/Draft Environmental Impact Statement of the Central Corridor, and to prepare a Draft Environmental Impact Statement. STATE and GRANTEE have agreed to amend the Original Agreement, as amended, to provide additional time to perform the work under the contract.

Amendment

REVISION 1. In Article I. TERM OF CONTRACT, delete "June 30, 2003" and insert "December 31, 2003".

REVISION 2. In Article XIV. FEDERAL CLAUSES, delete "*Federal FY2002 Certifications and Assurances*" and insert "*Federal FY 2003 Certifications and Assurances*", and delete "**Exhibit V**" and insert "**Exhibit VI**".

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

CFMS Contract No. A- _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the contract on behalf of the Grantee required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Chair

Date: _____

and

By: _____

Title: Director

Date: _____

3. DEPARTMENT of TRANSPORTATION

By: _____

(with delegated authority)

Title: Director, Office of Transit

Date: _____

4. Mn/DOT EEO/Contract Management

By: _____

Title: Contract Administrator

Date: _____

Mark Johnson 6/20/03
B&A

Dilmar Hill
R.C. HROffice 6/19/03

Standards for Aircraft VDL Mode 3 Transceiver Operating in the Frequency Range 117.975-137.000 MHz, and DO-224A change 2, Signal-In-Space Minimum Aviation System Performance Standards (MASPS) for Advanced VHF Digital Data Communications Including Compatibility with Digital Voice Techniques at the Program Management Council Meeting

- Review of Relevant International Activities
- EUROCAE WG-47 status and issues
- Others as appropriate
- Closing Plenary Session (Other Business, Date and Place of Next Meeting, Adjourn)
- November 7

- NEXCOM Demonstrations. For advance arrangements, contact the on-site representative.

Attendance is open to the interested public but limited to space availability. With the approval of the chairmen, members of the public may present oral statements at the meeting. Persons wishing to present statements or obtain information should contact the person listed in the FOR FURTHER INFORMATION CONTACT section. Members of the public may present a written statement to the committee at any time.

Dated: Issued in Washington, DC, on October 9, 2002.

Janice L. Peters,

FAA Special Assistant, RTCA Advisory Committee.

[FR Doc. 02-27038 Filed 10-22-02; 8:45 am]

BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Intent To Rule on Application 02-06-U-00-BLI To Use the Revenue From a Passenger Facility Charge (PFC) at Bellingham International Airport, Submitted by the Port of Bellingham, Bellingham International Airport, Bellingham, WA

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of intent to rule on application.

SUMMARY: The FAA proposes to rule and invites public comment on the application to use PFC revenue at Bellingham International Airport under the provisions of 49 U.S.C. 40117 and part 158 of the Federal Aviation Regulations (14 CFR 158).

DATES: Comments must be received on or before November 22, 2002.

ADDRESSES: Comments on this application may be mailed or delivered in triplicate to the FAA at the following address: Mr. J. Wade Bryant, Manager; Seattle Airports District Office, SEA-ADO; Federal Aviation Administration; 1601 Lind Avenue SW., Suite 250, Renton, Washington 98055-4056.

In addition, one copy of any comments submitted to the FAA must be mailed or delivered to Mr. Brian Henshaw, Aviation Analyst, at the following address: PO Box 1677, Bellingham, WA 98227.

Air Carriers and foreign air carriers may submit copies of written comments previously provided to Bellingham International Airport, under section 158.23 of part 158.

FOR FURTHER INFORMATION CONTACT: Ms. Suzanne Lee-Pang, (425) 227-2654, Seattle Airports District Office, SEA-ADO; Federal Aviation Administration; 1601 Lind Avenue SW., Suite 250, Renton, Washington 98055-4056. The application may be reviewed in person at this same location.

SUPPLEMENTARY INFORMATION: The FAA proposes to rule and invites public comment on the application 02-06-U-00-BLI to use PFC revenue at Bellingham International Airport, under the provisions of 49 U.S.C. 40117 and part 158 of the Federal Aviation Regulations (14 CFR part 158).

On October 10, 2002, the FAA determined that the application to use the revenue from a PFC submitted by Port of Bellingham, Bellingham International Airport, and Bellingham, Washington was submitted by Port of Bellingham, Bellingham International Airport, and Bellingham, Washington was substantially complete within the requirements of section 158.25 of part 158. The FAA will approve or disapprove the application, in whole or in part, no later than January 18, 2003. The following is a brief overview of the application.

Level of the proposed PFC: \$4.50.

Proposed charge effective date: January 1, 2000.

Proposed charge expiration date: June 1, 2003.

Total requested for use approval: \$1,200,000.

Brief description of proposed project: Terminal Rehabilitation and Expansion.

Class or classes of air carriers, which the public agency has requested not to be required to collect PFC's: Non-scheduled air taxi/commercial operators, utilizing aircraft having seating capacity of less than 20 passengers.

Any person may inspect the application in person at the FAA office

listed above under FOR FURTHER INFORMATION CONTACT and at the FAA Regional Airports Office located at: Federal Aviation Administration, Northwest Mountain Region, Airports Division, ANM-600, 1601 Lind Avenue SW., Suite 315, Renton, WA 98055-4056.

In addition, any person may, upon request, inspect the application, notice and other documents germane to the application in person at the Bellingham International Airport.

Issued in Renton, Washington, on October 10, 2002.

David A. Field,

Manager, Planning, Programming and Capacity Branch, Northwest Mountain Region.

[FR Doc. 02-27039 Filed 10-22-02; 8:45 am]

BILLING CODE 4910-13-M

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

Fiscal Year 2003 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements

AGENCY: Federal Transit Administration, DOT.

ACTION: Notice.

SUMMARY: Appendix A of this Notice contains the Federal Transit Administration's (FTA) comprehensive compilation of the Federal Fiscal Year 2003 certifications and assurances to be used in connection with all Federal assistance programs FTA administers during Federal Fiscal Year 2003, in compliance with 49 U.S.C. 5323(n).

EFFECTIVE DATE: These certifications and assurances became effective on October 1, 2002, the first day of fiscal year 2003.

FOR FURTHER INFORMATION CONTACT: FTA staff in the appropriate Regional Office listed below. For copies of other related documents, see the FTA Web Site at <http://www.fta.dot.gov> or contact FTA's Office of Public Affairs at (202) 366-4019.

Region 1: Boston

States served: Maine, New Hampshire, Vermont, Connecticut, Rhode Island, and Massachusetts

Telephone # (617) 494-2055

Region 2: New York

States served: New York, New Jersey, and the Virgin Islands

Telephone # (212) 668-2170

Exhibit VI

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Region 3: Philadelphia

States served: Pennsylvania, Delaware, Maryland, Virginia, West Virginia, and District of Columbia
Telephone # (215) 656-7100

Region 4: Atlanta

States served: Kentucky, Georgia, North Carolina, South Carolina, Florida, Alabama, Mississippi, Tennessee, and Puerto Rico
Telephone # (404) 562-3500

Region 5: Chicago

States served: Minnesota, Wisconsin, Michigan, Illinois, Indiana, and Ohio
Telephone # (312) 353-2789

Region 6: Dallas/Ft. Worth

States served: Arkansas, Louisiana, Oklahoma, Texas, and New Mexico
Telephone # (817) 978-0550

Region 7: Kansas City

States served: Missouri, Iowa, Kansas, and Nebraska
Telephone # (816) 329-3920

Region 8: Denver

States served: Colorado, Utah, Wyoming, Montana, North Dakota, and South Dakota
Telephone # (303) 844-3242

Region 9: San Francisco

States served: California, Hawaii, Guam, Arizona, Nevada, American Samoa, and the Northern Mariana Islands
Telephone # (415) 744-3133

Region 10: Seattle

States served: Idaho, Oregon, Washington, and Alaska
Telephone # (206) 220-7954

SUPPLEMENTARY INFORMATION: Before FTA may award a Federal grant or cooperative agreement, the Applicant must submit all certifications and assurances pertaining to itself and its project as required by Federal laws and regulations. These certifications and assurances must be submitted to FTA irrespective of whether the project is financed under the authority of 49 U.S.C. chapter 53, or Title 23, United States Code, or another Federal statute. The Applicant's Annual Certifications and Assurances for Federal Fiscal Year 2003 cover all projects for which the Applicant seeks funding during Federal Fiscal Year 2003 through the next fiscal year until FTA issues annual Certifications and Assurances for Federal Fiscal Year 2004. An Applicant's Annual Certifications and Assurances applicable to a specific grant or cooperative agreement generally remain in effect for either the life of the grant or cooperative agreement to

closeout or the life of the project or project property when a useful life or industry standard life is in effect, whichever occurs later; except, if the Applicant provides certifications and assurances in a later year that differ from certifications and assurances previously provided, the later certifications and assurances will apply to the grant, cooperative agreement, project, or project property, unless FTA permits otherwise.

Background: Since Federal Fiscal Year 1995, FTA has been consolidating the various certifications and assurances that may be required into a single document for publication in the *Federal Register*. FTA intends to continue publishing this document annually in conjunction with its publication of the FTA annual apportionment Notice, which sets forth the allocations of funds made available by the latest U.S. Department of Transportation annual appropriations act.

Federal Fiscal Year 2003 Changes:**Changes are as follows:**

(1) In Certification 1(j)(18), a reference to the latest Office of Management and Budget (OMB) A-133 Compliance Supplement for the U.S. Department of Transportation, dated March 2002, has been substituted for the previous OMB A-133 Compliance Supplement.

(2) The titles of several categories of certifications and assurances have been shortened for consistency with the titles of those categories shown in TEAM-Web. FTA's electronic award and management system and other minor editorial changes have been made.

Text of Federal Fiscal Year 2003 Certifications and Assurances: The text of the certifications and assurances in Appendix A of this Notice also appears in TEAM-Web (<http://ftateamweb.fta.dot.gov/fta-flash2b.html>) in the "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." It is important that each Applicant be familiar with all sixteen (16) certification and assurance categories and their requirements, as they may be a prerequisite for receiving FTA financial assistance. Provisions of this Notice supersede conflicting statements in any FTA circular containing a previous version of the Annual Certifications and Assurances. The certifications and assurances contained in those FTA circulars are merely examples, and are not acceptable or valid for Federal Fiscal Year 2003; do not rely on the provisions of certifications and assurances appearing in FTA circulars.

Significance of Certifications and Assurances: Selecting and submitting certifications and assurances to FTA,

either through TEAM-Web or submission of the Signature Page(s) of Appendix A, signifies the Applicant's intent to comply with the requirements of the certifications and assurances selected to the extent they apply to a project for which the Applicant submits an application for assistance in Federal Fiscal Year 2003.

Requirement for Attorney's Signature: FTA requires a current (Federal Fiscal Year 2003) affirmation, signed by the Applicant's attorney, of the Applicant's legal authority to certify compliance with the obligations imposed by the certifications and assurances the Applicant has selected. Irrespective of whether the Applicant makes a single selection for all 16 categories or selects individual options from the 16 categories, the Affirmation of Applicant's Attorney from a previous year is not acceptable.

Deadline for Submission: All Applicants for FTA formula program or capital investment program assistance, and current FTA grantees with an active project financed with FTA formula program or capital investment program assistance, are expected to provide Federal Fiscal Year 2003 Certifications and Assurances within 90 days from the date of this publication or with their first grant application in Federal Fiscal Year 2003, whichever is first. FTA encourages other Applicants to submit their certifications and assurances as soon as possible.

Preference for Electronic Submission: Applicants registered in TEAM-Web must submit their certifications and assurances, as well as their applications, in TEAM-Web. Only if an Applicant is unable to submit its certifications and assurances in TEAM-Web should the Applicant use the Signature Page(s) in Appendix A of this Notice.

Procedures for Electronic Submission: The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients" contains fields for selecting the categories of certifications and assurances to be submitted. Within that tab is a field for the Applicant's authorized representative to enter its personal identification number (PIN), which constitutes the Applicant's electronic signature for the certifications and assurances it has selected; in addition, there is a field for the Applicant's attorney to enter his or her PIN, affirming the Applicant's legal authority to make and comply with the certifications and assurances the Applicant has selected. In certain circumstances, the Applicant may enter its PIN in lieu of its Attorney's PIN, provided that the Applicant has on file the Affirmation of Applicant's Attorney

in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, applicants may contact the appropriate Regional Office listed in this Notice or the TEAM-Web Helpdesk.

Procedures for Paper Submission: If an Applicant is unable to submit its certifications electronically, it must mark the certifications and assurances it is making on the Signature Page(s) in Appendix A of this Notice and submit it to FTA. The Applicant may signify compliance with all Categories by placing a single mark in the appropriate space or select the Categories applicable to itself and its projects. In certain circumstances, the Applicant may enter its signature in lieu of its Attorney's signature in the Affirmation of Applicant's Attorney section of the Signature Page(s), provided that the Applicant has on file the Affirmation of Applicant's Attorney in Appendix A of this Notice, written and signed by the attorney and dated this Federal fiscal year. For more information, applicants may contact the appropriate Regional Office listed in this Notice.

References: The Transportation Equity Act for the 21st Century, Pub. L. 105-178, June 9, 1998, as amended by the TEA-21 Restoration Act, Pub. L. 105-206, July 22, 1998, 49 U.S.C. chapter 53, Title 23, United States Code, other Federal laws administered by FTA, U.S. DOT and FTA regulations at 49 CFR, and FTA Circulars.

Dated: October 15, 2002.

Jennifer L. Dorn,
Administrator.

Appendix A—Federal Fiscal Year 2003 Certifications and Assurances for Federal Transit Administration Assistance Programs

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which it will seek FTA assistance in Federal Fiscal Year 2003. FTA strongly encourages the Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system at <http://ftateamweb.fta.dot.gov/fta-flash2b.html>.

Sixteen (16) Categories of certifications and assurances are listed by numbers 01 through 16 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients," and on the opposite side of the Signature Page(s) at the end of this document. Category 01 applies to all Applicants. Categories 02 through 16 will apply to and be required for some, but not all, Applicants and projects.

01. Required of Each Applicant

Each Applicant for FTA assistance must provide all certifications and assurances in this Category "01." FTA may not award any Federal assistance until the Applicant provides these certifications and assurances by selecting Category "01."

A. Authority of Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable state and local law and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal requirements in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement issued for its project with FTA. The Applicant recognizes that Federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Applicant agrees that the most recent Federal requirements will apply to the project, unless FTA issues a written determination otherwise.

C. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions

As required by U.S. DOT regulations regarding Governmentwide Debarment and Suspension (Nonprocurement) at 49 CFR 29.510:

- (1) The Applicant (Primary Participant) certifies, to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, state, or local) terminated for cause or default;

(2) The Applicant also certifies that if it later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to FTA.

(3) If the Applicant (Primary Participant) is unable to certify to all statements in paragraphs (1) and (2) of this certification, it shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and provide a written explanation to FTA.

D. Drug-Free Workplace Agreement

As required by U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR part 29, Subpart F, and as modified by 41 U.S.C. 702, the Applicant agrees that it will provide a drug-free workplace by:

(1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying actions that will be taken against its employees for violation of that prohibition;

(2) Establishing an ongoing drug-free awareness program to inform its employees about:

- (a) The dangers of drug abuse in the workplace;
- (b) Its policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon its employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each of its employees to be engaged in the performance or implementation of the grant agreement or cooperative agreement be given a copy of the statement required by paragraph (1) of this certification;

(4) Notifying each of its employees in the statement required by paragraph (1) of this certification that, as a condition of employment financed with Federal assistance provided by the grant agreement or cooperative agreement, the employee will be required to:

- (a) Abide by the terms of the statement, and
- (b) Notify the employer (Applicant) in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after that conviction;

(5) Notifying FTA in writing, within ten (10) calendar days after receiving notice required by paragraph (4)(b) above from an employee or otherwise receiving actual notice of that conviction; the Applicant, as employer of any convicted employee, must

provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, and that notice shall include the identification number(s) of each affected grant agreement or cooperative agreement;

(6) Taking one of the following actions within thirty (30) calendar days of receiving notice under paragraph (4)(b) of this agreement with respect to any employee who is so convicted:

(a) Taking appropriate personnel action against that employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring that employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency; and

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) of this agreement. The Applicant agrees to maintain a list identifying its headquarters location and each workplace it maintains in which project activities supported by FTA are conducted, and make that list readily accessible to FTA.

E. Intergovernmental Review Assurance

The Applicant assures that each application for Federal assistance it submits to FTA has been or will be submitted for intergovernmental review to the appropriate state and local agencies in accordance with applicable state requirements. The Applicant also assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. DOT regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17.

F. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients"; and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

(1) The Applicant assures that each project will be conducted, property acquisitions will

be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

(2) The Applicant assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.

(3) The Applicant assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.

(4) The Applicant assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

(5) As required by 49 CFR 21.7(a)(2), the Applicant will include in each third party contract or subagreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

G. Disadvantaged Business Enterprise Assurance

In accordance with 49 CFR 26.13(a), the Recipient assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR part 26. The Recipient assures that it shall take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Recipient's DBE program, as required by 49 CFR part 26 and approved by the U.S. DOT, will be incorporated by reference and made part of the grant agreement or cooperative agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Recipient, and failure to carry out its terms shall be treated as a violation of the grant agreement or cooperative agreement. Upon notification by the Government to the Recipient of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*

H. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval, or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

I. Procurement Compliance Certification

The Applicant certifies that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, as well as other requirements FTA may issue. The Applicant certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

J. Certifications and Assurances Required by the U.S. Office of Management and Budget (SF-424B and SF-424D)

As required by the U.S. Office of Management and Budget (OMB), the Applicant certifies that it:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally

accepted accounting standards or agency directives.

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, related to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;

(i) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited to, 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

(j) Any other nondiscrimination statute(s) that may apply to the project.

(6) Will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real

property acquired for project purposes regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable state and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with or has complied with that Act and those U.S. DOT implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24 and FTA procedures;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under state law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto,

relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions.

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 276a through 276a-7, the Copeland Act, as amended, 18 U.S.C. 874 and 40 U.S.C. 276c, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 327 through 333, regarding labor standards for federally assisted subagreements.

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012(a), requiring recipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

(9) Will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(c) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

(10) Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from the awarding agency;

(11) Will record the Federal interest in the title of real property in accordance with FTA directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) Will comply with FTA requirements concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41.

(13) Will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to ensure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the state.

(14) Will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

(a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 *et seq.* and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note.

(b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note.

(c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note.

(d) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 U.S.C. 4321 note;

(e) Assurance of project consistency with the approved state management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 *et seq.*;

(f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

(g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300h *et seq.*;

(h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq.*; and

(i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance that will be used in a transportation project as required by 49 U.S.C. 303;

(j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 *et seq.*; and

(k) Provision of assistance to FTA in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469a-1 *et seq.*; and Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508, and 7324 through 7326, which limit the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) Will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) Will comply with the Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single

Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.* and by OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and OMB A-133 Compliance Supplement provisions for the Department of Transportation, March 2002; and

(19) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the project.

02. Lobbying

An Applicant that submits, or intends to submit this fiscal year, an application for Federal assistance exceeding \$100,000 must provide the following certification. FTA may not award Federal assistance for an application exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application for a Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. Private Mass Transportation Companies

A State or local government Applicant seeking Federal assistance authorized by 49 U.S.C. chapter 53 to acquire the property or an interest in the property of a private mass transportation company or to operate mass transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing mass transportation company must

provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "03."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private mass transportation company or operates mass transportation equipment or facilities in competition with, or in addition to transportation service provided by an existing mass transportation company, it has or will have:

A. Found that the assistance is essential to carrying out a program of projects as determined by the plans and programs of the metropolitan planning organization;

B. Provided for the participation of private mass transportation companies to the maximum extent feasible consistent with applicable FTA requirements and policies;

C. Paid just compensation under state or local law to a private mass transportation company for its franchises or property acquired; and

D. Acknowledged that the assistance falls within the labor standards compliance requirements of 49 U.S.C. 5333(a) and 5333(b).

04. Public Hearing

An Applicant seeking Federal assistance authorized by 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's mass transportation service must provide the following certification. FTA may not award Federal assistance for that type of project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(b), the Applicant certifies that it has, or before submitting its application, it will have:

A. Provided an adequate opportunity for a public hearing with adequate prior notice of the proposed project published in a newspaper of general circulation in the geographic area to be served;

B. Held that hearing and provided FTA a transcript or detailed report summarizing the issues and responses, unless no one with a significant economic, social, or environmental interest requests a hearing;

C. Considered the economic, social, and environmental effects of the project; and

D. Determined that the project is consistent with official plans for developing the urban area.

05. Acquisition of Rolling Stock

An Applicant seeking FTA assistance to acquire rolling stock must provide the following certification. FTA may not provide assistance to acquire rolling stock until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

06. Bus Testing

An Applicant seeking FTA assistance to acquire any new bus model or any bus model with a new major change in configuration or components must provide the following certification. FTA may not provide assistance for the acquisition of new buses until the Applicant provides this certification by selecting Category "06."

As required by FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665), the bus model:

- A. Will have been tested at a bus testing facility approved by FTA; and
- B. Will have received a copy of the test report prepared on the bus model.

07. Charter Service Agreement

An Applicant seeking FTA assistance to acquire or operate transportation equipment or facilities using Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C., must enter into the following Charter Service Agreement. FTA may not provide assistance for projects authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C., until the Applicant enters into this charter service agreement by selecting Category "07."

A. As required by 49 U.S.C. 5323(d) and FTA regulations, "Charter Service," at 49 CFR 604.7, the Applicant agrees that it and its recipients will:

- (1) Provide charter service that uses equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C., only to the extent that there are no private charter service operators willing and able to provide the charter service that it or its recipients desire to provide, unless one or more of the exceptions in 49 CFR 604.9 applies; and

- (2) Comply with the requirements of 49 CFR part 604 before providing any charter service using equipment or facilities acquired with Federal assistance authorized by 49 U.S.C. chapter 53 (except 49 U.S.C. 5310), or Title 23, U.S.C. for transportation projects.

B. As The Applicant understands that:

- (1) The requirements of 49 CFR part 604 will apply to any charter service it provides;
- (2) The definitions of 49 CFR part 604 apply to this charter service agreement; and
- (3) A violation of this charter service agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

08. School Transportation Agreement

An Applicant seeking FTA assistance to acquire or operate transportation facilities and equipment using Federal assistance authorized by 49 U.S.C. chapter 53 or Title 23, U.S.C. must enter into the following School Transportation Agreement. FTA may not provide assistance for such projects until the Applicant enters into this agreement by selecting Category "08."

A. As required by 49 U.S.C. 5323(f) and FTA regulations, "School Bus Operations," at 49 CFR 605.14, the Applicant agrees that it and all its recipients will:

- (1) Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by 49 U.S.C. 5323(f), and Federal regulations; and

- (2) Comply with the requirements of 49 CFR part 605 before providing any school transportation using equipment or facilities acquired with Federal assistance awarded by FTA and authorized by 49 U.S.C. chapter 53 or Title 23 U.S.C. for transportation projects.

B. As The Applicant understands that:

- (1) The requirements of 49 CFR part 605 will apply to any school transportation service it provides;
- (2) The definitions of 49 CFR part 605 apply to this school transportation agreement; and
- (3) A violation of this school transportation agreement may require corrective measures and imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

09. Demand Responsive Service

An Applicant seeking direct Federal assistance to support demand responsive service must provide the following certification. FTA may not award Federal assistance directly to an Applicant to support its demand responsive service until the Applicant provides this certification by selecting Category "09."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77, the Applicant certifies that its demand responsive service offered to persons with disabilities, including persons who use wheelchairs, is equivalent to the level and quality of service offered to persons without disabilities. When viewed in its entirety, the Applicant's service for persons with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) Response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

10. Alcohol Misuse and Prohibited Drug Use

If the Applicant is required by Federal regulations to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its transit operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "10."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

11. Interest and Other Financing Costs

An Applicant that intends to request reimbursement of interest or other financing costs incurred for its capital projects must provide the following certification. FTA may not provide assistance to support those costs until the Applicant provides this certification by selecting Category "11."

In compliance with 49 U.S.C. 5307(g), 49 U.S.C. 5309(g)(2)(B), 49 U.S.C. 5309(g)(3), and 49 U.S.C. 5309(n), the Applicant certifies that it will not seek reimbursement for interest and other financing costs unless its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

12. Intelligent Transportation Systems Program

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the National ITS Architecture, must provide the following assurance. FTA may not award any Federal assistance for an ITS project until the Applicant provides this assurance by selecting Category "12."

In compliance with Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project, the Applicant assures that it will comply, and require its third party contractors and subrecipients to comply, with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

13. Urbanized Area, JARC, and Clean Fuels Programs

Each Applicant for Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, each Applicant for Job Access and Reverse Commute Program assistance authorized by section 3037 of the Transportation Equity Act for the 21st Century, 49 U.S.C. 5309 note, and each Applicant for Clean Fuels Formula Program assistance authorized by 49 U.S.C. 5308 must provide the following certifications. FTA may not award Federal assistance for those programs until the Applicant provides these certifications and assurances by selecting Category "13." A state or other Applicant providing certifications and assurances that require the compliance of its prospective subrecipients is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances.

In addition, each Applicant that received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1) must list the projects carried out during that Federal fiscal year with those funds in its quarterly report for the fourth quarter of the preceding Federal fiscal year. That list constitutes the report of transit enhancement projects carried out during that fiscal year, which report is required to be submitted as part of the

Applicant's annual certifications and assurances, in accordance with 49 U.S.C. 5307(k)(3), and is therefore incorporated by reference and made part of the Applicant's annual certifications and assurances. FTA may not award Urbanized Area Formula Program assistance to any Applicant that has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list.

A. Certifications Required for the Urbanized Area Formula Program

(1) As required by 49 U.S.C. 5307(d)(1)(A) through (I), the Applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out the proposed program of projects;

(b) It has or will have satisfactory continuing control over the use of Project equipment and facilities;

(c) It will adequately maintain the equipment and facilities;

(d) It will ensure that the elderly and handicapped persons, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, or for the Job Access and Reverse Commute Program at section 3037 of the Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. 5309 note, not more than fifty (50) percent of the peak hour fare;

(e) In carrying out a procurement financed with Federal assistance authorized for the Urbanized Area Formula Program, 49 U.S.C. 5307, or the Job Access and Reverse Commute Program, section 3037 of TEA-21, 49 U.S.C. 5309 note, it: (1) Will use competitive procurement (as defined or approved by the Secretary); (2) will not use exclusionary or discriminatory specifications; and (3) will comply with applicable Buy America laws;

(f) It has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) Has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307 and, if applicable, the Job Access and Reverse Commute Grant Program, 49 U.S.C. 5309 note, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has ensured

or will ensure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal Government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

(g) It has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) and applicable FTA policy (specifying Federal and local shares of project costs);

(h) It will comply with: 49 U.S.C. 5301(a) (requirements for transportation systems that maximize mobility and minimize fuel consumption and air pollution); 49 U.S.C. 5301(d) (requirements for transportation of the elderly and persons with disabilities); 49 U.S.C. 5303 through 5306 (planning requirements); and 49 U.S.C. 5301(d) (special efforts to design and provide mass transportation for the elderly and persons with disabilities);

(i) It has a locally developed process to solicit and consider public comment before raising fares or implementing a major reduction of transportation; and

(j) As required by 49 U.S.C. 5307(d)(1)(j), unless it has determined that it is not necessary to expend one (1) percent of the amount of Federal assistance it receives for this fiscal year apportioned in accordance with 49 U.S.C. 5336 for transit security projects, it will expend at least one (1) percent of the amount of that assistance for transit security projects, including increased lighting in or adjacent to a transit system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned transit system.

(2) As required by 49 U.S.C. 5307(k)(3), if it has received Transit Enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. Certification Required for Capital Leasing

As required by FTA regulations, "Capital Leases," at 49 CFR 639.15(b)(1) and 49 CFR 639.21, to the extent the Applicant acquires any capital asset by lease financed with Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, the Applicant certifies that:

(1) It will not use Federal assistance authorized for 49 U.S.C. 5307 or section 3037 of TEA-21, 49 U.S.C. 5309 note, to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset;

(2) It will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

(3) It will not enter into a capital lease for which FTA can only provide incremental funding unless it has the financial capacity to meet its future obligations under the lease in the event Federal assistance is not available for capital projects in subsequent years.

C. Certification Required for the Sole Source Acquisition of an Associated Capital Maintenance Item

As required by 49 U.S.C. 5325(c), the Applicant certifies that when it procures an associated capital maintenance item as authorized by 49 U.S.C. 5307(b)(1), it will use competition, unless the original manufacturer or supplier of the item is the only source for the item and the price of the item is no more than the price similar customers pay for that item, and will, for each such procurement, maintain sufficient records on file and easily retrievable for FTA inspection.

D. Clean Fuels Formula Grant Program Certification

As required by 49 U.S.C. 5308(c)(2), the Applicant certifies that vehicles financed with Federal assistance provided for the Clean Fuels Formula Program, 49 U.S.C. 5308, will be operated only with clean fuels.

14. Elderly and Persons with Disabilities Program

An Applicant that intends to administer the Elderly and Persons with Disabilities Program on behalf of a state must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award assistance for the Elderly and Persons with Disabilities Program until the Applicant provides these certifications and assurances by selecting Category "14."

The Applicant administering, on behalf of the state, the Elderly and Persons with Disabilities Program authorized by 49 U.S.C. 5310 certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5310; and to implement and manage the project.

B. The state assures that each subrecipient either is recognized under state law as a private nonprofit organization with the legal capability to contract with the state to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.

C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the state concludes that the transit service provided or offered to be provided by existing public or

private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.

D. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

E. The state assures that, before issuing the state's formal approval of a project, its Elderly and Persons with Disabilities Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; all projects to be implemented in urbanized areas recommended for approval are included in the metropolitan Transportation Improvement Program in which the subrecipient is located; and any public body that is a prospective subrecipient of capital assistance has provided an opportunity for a public hearing.

F. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has or will have by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment financed with Federal assistance awarded for its project;

(2) The subrecipient has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;

(3) The subrecipient has complied or will comply with all applicable civil rights requirements;

(4) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(5) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(6) The subrecipient has complied or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;

(7) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public;

(8) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders, regulations, FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, and other Federal requirements that may be applicable;

(9) The subrecipient has complied or will comply with the requirement that its project provide for the participation of private mass transportation companies to the maximum extent feasible;

(10) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;

(11) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;

(12) The subrecipient has complied or will comply with all applicable nonprocurement suspension and debarment requirements;

(13) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models;

(14) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements to the extent required by FTA; and

(15) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements.

G. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that, until the required Federal environmental finding is made, financial assistance will not be provided for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c). The state further certifies that, until the required Federal conformity finding has been made, no financial assistance will be provided for a project requiring a Federal conformity finding in accordance with the U.S. Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93.

H. The state assures that it will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

I. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.

15. Nonurbanized Area Formula Program

An Applicant that intends to administer the Nonurbanized Area Formula Program on behalf of a state must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient

documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award Nonurbanized Area Formula Program assistance to the Applicant until the Applicant provides these certifications and assurances by selecting Categories "1" through "11" and "15."

The Applicant administering on behalf of the state, the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311, certifies and assures that the following requirements and conditions will be fulfilled:

A. The state organization serving as the Applicant and each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive and disburse Federal assistance authorized for 49 U.S.C. 5311; and to implement and manage the project.

B. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

C. The state assures that before issuing the state's formal approval of the project, its Nonurbanized Area Formula Program is included in the Statewide Transportation Improvement Program as required by 23 U.S.C. 135; and projects are included in a metropolitan Transportation Improvement Program, to the extent applicable.

D. The state has provided for a fair and equitable distribution of Federal assistance authorized for 49 U.S.C. 5311 within the state, including Indian reservations within the state.

E. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has or will have, by the time of delivery, sufficient funds to operate and maintain the vehicles and equipment financed with Federal assistance awarded for its project;

(2) The subrecipient has coordinated or will coordinate to the maximum extent feasible with other transportation providers and users, including social service agencies authorized to purchase transit service;

(3) The subrecipient has complied or will comply with all applicable civil rights requirements;

(4) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(5) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(6) The subrecipient has complied or will comply with the transit employee protective provisions of 49 U.S.C. 5333(b), by one of the following actions: (a) signing the Special Warranty for the Nonurbanized Area Formula Program, (b) agreeing to alternative comparable arrangements approved by the Department of Labor (DOL), or (c) obtaining

a waiver from DOL; and the state has certified the subrecipient's compliance to DOL.

(7) The subrecipient has complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance.

(8) The subrecipient has complied or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations.

(9) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public.

(10) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders, regulations, FTA Circular 4220.1D, "Third Party Contracting Requirements," as amended and revised, and other Federal requirements that may be applicable.

(11) The subrecipient has complied or will comply with the requirement that its project provide for the participation of private enterprise to the maximum extent feasible.

(12) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project.

(13) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000.

(14) The subrecipient has complied or will comply with all applicable nonprocurement suspension and debarment requirements.

(15) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models.

(16) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements.

(17) The subrecipient has complied with or will comply with all assurances FTA requires for projects involving real property.

(18) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements, to the extent required by FTA; and

(19) The subrecipient has complied or will comply with applicable prevention of alcohol misuse and prohibited drug use program requirements, to the extent required by FTA.

F. Unless otherwise noted, each of the subrecipient's projects qualifies for a categorical exclusion and does not require further environmental approvals, as described in the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 CFR 771.117(c). The state certifies that, until the required Federal environmental finding is made, financial assistance will not be provided for

any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c). The state further certifies that, until the required Federal conformity finding is made, no financial assistance will be provided for a project requiring a Federal conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93.

G. The state assures that it will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

H. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the State and its subrecipients will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by its subrecipients to assure compliance with applicable Federal requirements.

I. In compliance with the requirements of 49 U.S.C. 5311(f), the state assures that it will expend not less than fifteen (15) percent of the amounts of Federal assistance as provided in 49 U.S.C. 5311(f) and apportioned during this Federal fiscal year to carry out a program within the State to develop and support intercity bus transportation, unless the chief executive officer of the state, or his or her designee, duly authorized under state law, regulations or procedures, certifies to the Federal Transit Administrator that the intercity bus service needs of the state are being adequately met.

16. State Infrastructure Bank Program

An Applicant for a grant of Federal assistance for deposit in its State Infrastructure Bank (SIB) must provide the following certifications and assurances. In providing certifications and assurances that require the compliance of its prospective subrecipients, the Applicant is expected to obtain sufficient documentation from those subrecipients to assure the validity of its certifications and assurances. FTA may not award assistance for the SIB program to the Applicant until the Applicant provides these certifications and assurances by selecting Categories "1" through "11," and "16."

The state serving as the Applicant for Federal assistance for its State Infrastructure Bank (SIB) program authorized by either section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, certifies and assures that the following requirements and conditions have been or will be fulfilled pertaining to any transit Project financed with Federal assistance derived from its SIB:

A. The state organization serving as the Applicant (state) agrees and assures the agreement of the SIB and each recipient of Federal assistance derived from the SIB within the state (subrecipient) that each

transit Project financed with Federal assistance derived from SIB will be administered in accordance with:

(1) Applicable provisions of section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note or of the State Infrastructure Bank Pilot Program, 23 U.S.C. 181 note, and any further amendments thereto.

(2) The provisions of any applicable Federal guidance that may be issued.

(3) The terms and conditions of Department of Labor Certification(s) of Transit Employee Protective Arrangements that are required by Federal law or regulations.

(4) The provisions of the FHWA and FTA cooperative agreement with the state to establish the state's SIB program; and

(5) The provisions of the FTA grant agreement with the state that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, or section 1511 of TEA-21, as amended, 23 U.S.C. 181 note. Federal guidance pertaining to the SIB program, the provisions of the cooperative agreement establishing the SIB program within the state, or the provisions of the FTA grant agreement.

B. The state agrees to comply with, and assures the compliance of the SIB and each subrecipient of assistance provided by the SIB with, all applicable requirements for the SIB program, as those requirements may be amended from time to time. Pursuant to the requirements of subsection 1511(h)(2) of TEA-21, 23 U.S.C. 181 note, the state understands and agrees that any previous cooperative agreement entered into with FHWA and FTA under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note, has been or will be revised to comply with the requirements of TEA-21.

C. The state assures that the SIB will provide Federal assistance from its Transit Account only for transit capital projects eligible under section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 101 note or under section 1511 of TEA-21, 23 U.S.C. 181 note, and that those projects will fulfill all requirements imposed on comparable capital transit projects financed by FTA.

D. The state understands that the total amount of funds to be awarded for a grant agreement will not be immediately available for draw down. Consequently, the state assures that it will limit the amount of Federal assistance it draws down for deposit in the SIB to amounts that do not exceed the limitations specified in the underlying grant agreement or the approved project budget for that grant agreement.

E. The state assures that each subrecipient has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized by Federal statute for use in the SIB, and to implement, manage, operate, and maintain the project and project property for which such assistance will support.

F. The state assures that sufficient non-Federal funds have been or will be committed to provide the required local share.

G. The state recognizes that the SIB, rather than the State itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance by the SIB, the state assures, on behalf of the SIB, that:

(1) The SIB has complied or will comply with all applicable civil rights requirements;

(2) The SIB has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(3) The SIB will provide Federal assistance only to a subrecipient that is either a public or private entity recognized under state law as having the legal capability to contract with the state to carry out its proposed project;

(4) Before the SIB enters into an agreement with a subrecipient under which Federal assistance will be disbursed to the subrecipient, the subrecipient's project is included in the Statewide Transportation Improvement Program; all projects in urbanized areas recommended for approval are included in the metropolitan Transportation Improvement Program in which the subrecipient is located; and the requisite certification that an opportunity for a public hearing has been provided;

(5) The SIB will not provide Federal financial assistance for any project that does not qualify for a categorical exclusion described in 23 CFR 771.117(c) until the required Federal environmental finding has been made. Moreover, the SIB will provide no financial assistance for a project requiring a Federal conformity finding in accordance with the Environmental Protection Agency's Clean Air Conformity regulations at 40 CFR parts 51 and 93, until the required Federal conformity finding has been made;

(6) Before the SIB provides Federal assistance for a transit project, each subrecipient will have complied with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project; and

(7) The SIB will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which

the project will be undertaken and completed, including specific provisions that any security or debt financing instrument the SIB may issue will contain an express statement that the security or instrument does not constitute a commitment, guarantee, or obligation of the United States.

H. The state recognizes that the subrecipient, rather than the state itself, will be ultimately responsible for implementing many Federal requirements covered by the certifications and assurances the state has signed. Having taken appropriate measures to secure the necessary compliance of each subrecipient, the state assures, on behalf of each subrecipient, that:

(1) The subrecipient has complied or will comply with all applicable civil rights requirements;

(2) The subrecipient has complied or will comply with applicable requirements of U.S. DOT regulations regarding participation of disadvantaged business enterprises in U.S. DOT programs;

(3) The subrecipient has complied or will comply with Federal requirements regarding transportation of elderly persons and persons with disabilities;

(4) The subrecipient has complied or will comply with the applicable transit employee protective provisions of 49 U.S.C. 5333(b) as required for that subrecipient and its project;

(5) The subrecipient has complied or will comply with 49 CFR part 604 in the provision of any charter service provided with equipment or facilities acquired with FTA assistance;

(6) The subrecipient has complied with or will comply with applicable provisions of 49 CFR part 605 pertaining to school transportation operations;

(7) Viewing its demand responsive service to the general public in its entirety, the subrecipient has complied or will comply with the requirement to provide demand responsive service to persons with disabilities, including persons who use wheelchairs, meeting the standards of equivalent service set forth in 49 CFR 37.77(c), before purchasing non-accessible vehicles for use in demand responsive service for the general public;

(8) The subrecipient has established or will establish a procurement system, and has conducted or will conduct its procurements in compliance with all applicable provisions of Federal laws, executive orders,

regulations, FTA Circular 4220.1D "Third Party Contracting Requirements," as amended and revised, and other implementing requirements FTA may issue.

(9) The subrecipient has complied or will comply with the requirement that its agreement provides for the participation of private mass transportation companies to the maximum extent feasible.

(10) The subrecipient has paid or will pay just compensation under state or local law to each private mass transportation company for its franchise or property acquired under the project;

(11) The subrecipient has complied or will comply with all applicable lobbying requirements for each application exceeding \$100,000;

(12) The subrecipient has complied or will comply with all nonprocurement suspension and debarment requirements;

(13) The subrecipient has complied or will comply with all applicable bus testing requirements for new bus models;

(14) The subrecipient has complied or will comply with all applicable pre-award and post-delivery review requirements;

(15) The subrecipient has complied with or will comply with all assurances FTA requires for projects involving real property;

(16) The subrecipient has complied or will comply with applicable FTA Intelligent Transportation Systems architecture requirements, to the extent required by FTA and

(17) The subrecipient has complied or will comply with applicable prevention of alcohol misuse and prohibited drug use program requirements, to the extent required by FTA.

I. The state recognizes the authority of FTA, U.S. DOT, and the Comptroller General of the United States to conduct audits and reviews to verify compliance with the foregoing requirements and stipulations, and assures that, upon request, the SIB and its subrecipients, as well as the states, will make the necessary records available to FTA, U.S. DOT and the Comptroller General of the United States. The state also acknowledges its obligation under 49 CFR 18.40(a) to monitor project activities carried out by the SIB and its subrecipients to assure compliance with applicable Federal requirements.

BILLING CODE 4910-57-P

Appendix A

**FEDERAL FISCAL YEAR 2003 CERTIFICATIONS AND ASSURANCES FOR
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**
(Signature page alternative to providing Certifications and Assurances in TFAM-Web)

Name of Applicant: _____

The Applicant agrees to comply with applicable requirements of Categories 01 - 16. _____
(The Applicant may make this selection in lieu of individual selections below.)

OR

The Applicant agrees to comply with the applicable requirements of the following
Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required of Each Applicant	
02.	Lobbying	_____
03.	Private Mass Transportation Companies	_____
04.	Public Hearing	_____
05.	Acquisition of Rolling Stock	_____
06.	Bus Testing	_____
07.	Charter Service Agreement	_____
08.	School Transportation Agreement	_____
09.	Demand Responsive Service	_____
10.	Alcohol Misuse and Prohibited Drug Use	_____
11.	Interest and Other Financing Costs	_____
12.	Intelligent Transportation Systems Program	_____
13.	Urbanized Area, JARC, and Clean Fuels Programs	_____
14.	Elderly and Persons with Disabilities Program	_____
15.	Nonurbanized Area Formula Program	_____
16.	State Infrastructure Bank Program	_____

(Both sides of this Signature Page must be appropriately completed and signed as indicated.)

Appendix A

FEDERAL FISCAL YEAR 2003 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Name and Relationship of Authorized Representative: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes, regulations, executive orders, and Federal requirements applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2003.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in Appendix A, should apply, as required, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2003.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, as implemented by U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal fraud provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with the Urbanized Area Formula Program, 49 U.S.C. 5307, and may apply to any other certification, assurance, or submission made in connection with any other program administered by FTA.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: _____

Name _____
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature _____ Date: _____

Name _____
Attorney for Applicant

Each Applicant for FTA financial assistance (except 49 U.S.C. 5312(h) assistance) and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

June 17, 2003

Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

See attached information.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

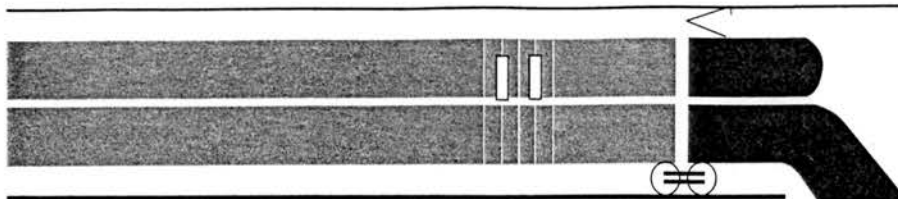
June 24, 2003

Board Date

Kristine A. Longhery
Signature

June 17, 2003

Date



Ramsey County Regional Railroad Authority

665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

June 18, 2003

To: Ramsey County Regional Railroad Authority Members
Paul Kirkwold, County Manager

From: Katheryn DeSpiegelaere, Director *KD*

Subject: Central Corridor Update

By this fall, the Central Corridor Alternatives Analysis/Draft Environmental Impact Statement will be ready for publishing and public hearing. After that time, a decision can be made on a locally preferred alternative. As previously discussed, a request can then be made to the Federal Transit Administration (FTA) to enter preliminary engineering as shown on the attached FTA project development chart.

On April 8, 2003, the Ramsey County Regional Railroad Authority discussed funding available for work on the Central Corridor and the potential for expiration of some of that funding. The purpose of this memo is to update the Authority on progress since that time.

The available Federal funds were identified as follows:

Federal Funding Source	Federal Amount
2000 Surface Transportation Program (STP)	\$1,527,776
2001 STP	\$4,500,000
2000 New Starts	\$500,000
2001 New Starts	\$1,225,000
Total	\$7,752,776

The Board authorized commitment of \$401,100 in Authority funds to be combined with \$171,900 in Hennepin County Regional Railroad Authority funds to serve as local match to \$2,292,000 of the available Federal funding. These funds will be used to conduct project design, cultural resources, and community outreach work on the corridor.

The amounts of Federal funding to be used and the amounts remaining are as follows:

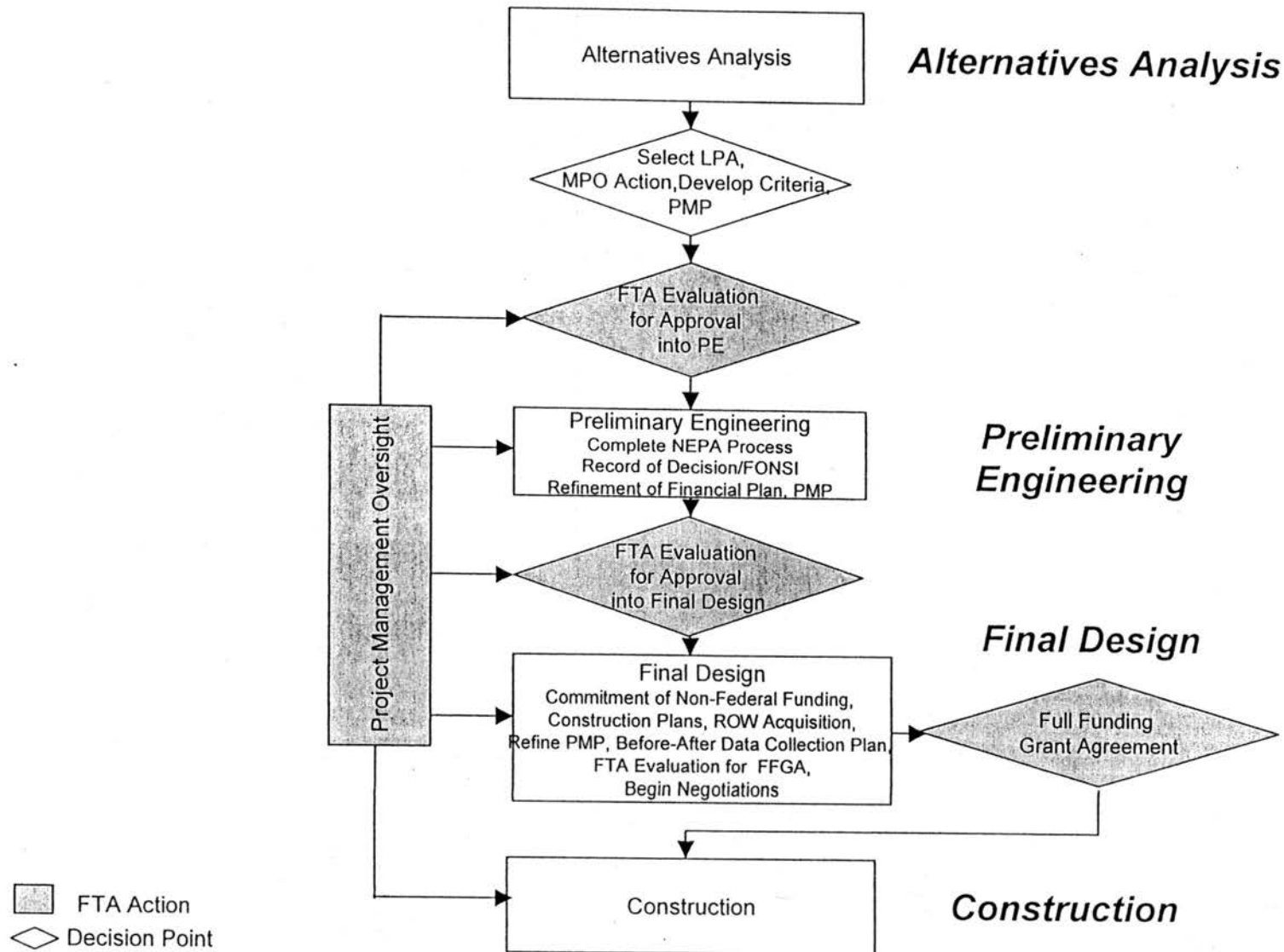
Federal Funding Source	Federal Amount Used in Current Program	Remaining Federal Amount	Total
2000 Surface Transportation Program (STP)	\$550,390	\$977,386	\$1,527,776
2001 STP	\$0	\$4,500,000	\$4,500,000
2000 New Starts	\$490,540	\$0	\$490,540
2001 New Starts	\$1,251,070	\$0	\$1,251,070
Total	\$2,292,000	\$5,477,386	\$7,769,386

When the precise divisions of the 2000 and 2001 New Starts funding were made, Central Corridor ended up with slightly more funding than was earlier projected.

According to congressional staff, the New Starts Funds need to be fully committed by September 30, 2003. The grant application has been prepared and filing the application was approved by the Metropolitan Council on June 11, 2003.

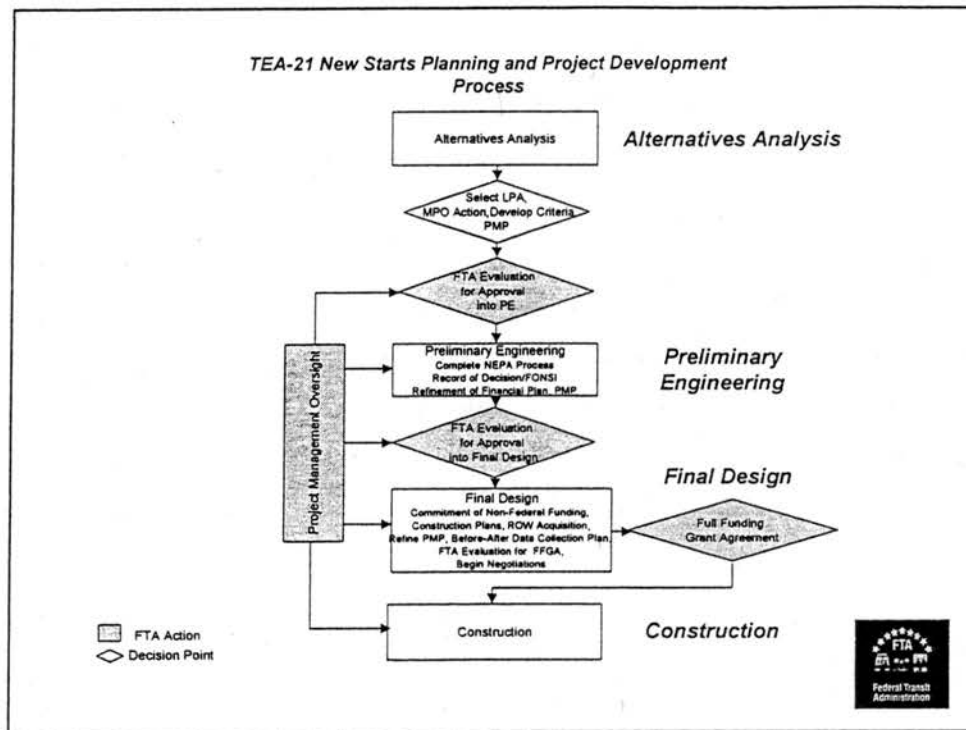
Note that the STP funds will not be fully committed until a locally preferred alternative is selected and preliminary engineering begins. As discussed at an earlier meeting, you have received a recent letter from Mn/DOT committing the \$4,500,000 STP funds to the project when needed (attached).

TEA-21 New Starts Planning and Project Development Process



3





NEPA and New Starts

- Corridor Level Alternatives Analysis can be Pre-NEPA or in Conjunction with NEPA
- NEPA can start at any point in process





Minnesota Department of Transportation

Transportation Building
395 John Ireland Boulevard
St. Paul, Minnesota 55155-1899

April 22, 2003

Thomas H. Weaver
Regional Administrator
Metropolitan Council
230 East Fifth Street
St. Paul, Minnesota 55101

Dear Mr. Weaver:

In your STIP amendment request of January 9, 2003, Mn/DOT was asked to make Federal Aid Highway Funds available to the Metropolitan Council and Ramsey County to continue work on the Central Corridor. This request is a result of an April, 1999 commitment on the part of Mn/DOT for \$9 million of Surface Transportation Program (STP) funds for transit corridors in Ramsey County. Currently \$1.5 million of the initial \$4.5 million of these funds is available in a Federal Transit Administration (FTA) grant to Mn/DOT. These funds were originally committed to the Riverview Corridor; however, the work did not go forward and there is an unspent balance. The Federal agencies have approved the STIP amendment associated with these funds, and Mn/DOT will take action necessary to release the funds for use on the Central Corridor at such time as a scope of work and project timeline are provided to the Department.

Mn/DOT will transfer the remaining \$4.5 million of Federal funds when there is a definitive purpose for the funds and an expectation that they will be used promptly. In this time of budget shortfalls, we are very concerned about "idle" funds. In the spirit of cooperation, Metro Area transit providers and Mn/DOT have agreed that Federal funds will only be applied for if there is a "reasonable expectation" that the funds will be used in the current Federal Fiscal Year. This partnering between Mn/DOT and the transit agencies has resulted in millions of dollars being used immediately rather than sitting idle waiting for a project to begin. Mn/DOT will process the \$4.5 million STIP amendment as requested in your January letter, and as soon as a fundable project is ready, we will take immediate steps to transfer the funds to FTA. The normal transfer point for funds from FHWA to the FTA is after the FTA regional office has given preliminary approval to the project application and forwarded it to the U.S. Department of Labor (DOL) for their approval. This fund transfer normally takes place within 48 hours of the time FTA notifies Mn/DOT that a transfer should take place.

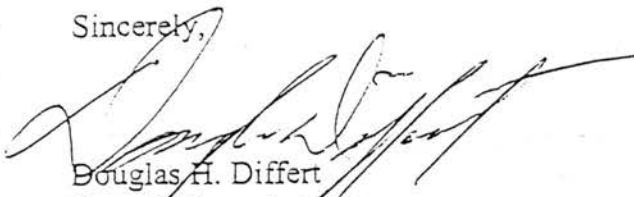
Thomas H. Weaver
April 22, 2003
Page 2

In addition to the above, the Central Corridor is eligible for a portion of two FTA Section 5309 appropriations for Twin Cities Transitways--one for \$2.9 million and one for \$4.9 million. Because these funds will expire September 30, 2003, the Metropolitan Council, Mn/DOT and Ramsey, Anoka and Washington Regional Rail Authorities should come to a decision in the very near future on how the funds are to be allocated. It is our understanding that when the decision is final, the Metropolitan Council will apply to FTA for the funds designated for the Central Corridor and that Mn/DOT will apply for the remaining funds on behalf of the other corridors.

Your letter also included an amendment request related to MTS Metro Mobility bus operations and communications equipment and garage construction. That STIP amendment was approved on April 10, 2003.

We at Mn/DOT look forward to working with the Metropolitan Council and the regional rail authorities on this and other important regional projects. If you have further questions regarding these funds, please contact Donna Allan, Director, Office of Transit at 651-296-7052.

Sincerely,



Douglas H. Differt
Deputy Commissioner

Cc: Peter Bell, Metropolitan Council
Nacho Diaz, Metropolitan Council
Carl Ohm, Metropolitan Council
Raphael Ortega, Ramsey County
Sue Haig, Ramsey County
Kathy DeSpiegelaere, Ramsey County
Randy Halvorson, Mn/DOT
Bob Winter, Mn/DOT
Pat Hughes, Mn/DOT
Donna Allan, Mn/DOT
Al Schenkelberg, Mn/DOT
Frank VanDeSteege, Mn/DOT
Marv Lunceford, Mn/DOT
Al Lidberg, Mn/DOT

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhney
Authorized Signature

6/17/03
Date

Board Action Requested

Red Rock Project update.

DISCUSSION ONLY

Request Justification

An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 24, 2003

Board Date

Kristine A. Longhney
Signature

June 17, 2003
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

June 17, 2003

Date

Board Action Requested

Approve contract with Lockridge Grindal Nauen P.L.L.P. for federal intergovernmental relations at a cost of \$28,137.84 for the period of July 1, 2003 to June 30, 2004; \$28,981.92 for the period of July 1, 2004 to June 30, 2005; and \$29,851.32 for the period of July 1, 2005 to June 30, 2006; and authorize the Chair of the RCRRA to execute the contract.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 6/19/03
 - 3) Contract

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 24, 2003

Board Date

Kristine A. Longhenry
Signature

June 17, 2003

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the federal level;

WHEREAS, The United States Congress is preparing the next version of the six-year transportation bill; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having transit corridors authorized in the next six-year transportation legislation; and

WHEREAS, The services of a federal intergovernmental consulting firm is helpful in assuring that outcome; Now Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority approve the contract with Lockridge Grindal Nauen through June 30, 2006 with potential extension for two additional one-year periods at a cost not to exceed \$28,137.84 for the period of July 1, 2003 to June 30, 2004; \$28,981.92 for the period of July 1, 2004 to June 30, 2005; and \$29,851.32 for the period of July 1, 2005 to June 30, 2006; and Be It Further

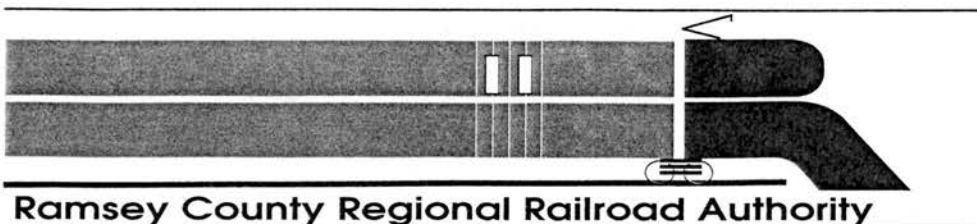
RESOLVED, That the Chair of Ramsey County Regional Railroad Authority is authorized to execute this contract.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



665 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

Memorandum

To: Ramsey County Regional Railroad Authority Commissioners
Paul Kirkwold, County Manager

From: Kathryn DeSpiegelaere

Subject: Federal Intergovernmental Representation

Date: June 17, 2003

A request for proposals for federal intergovernmental representation was issued by Ramsey County Regional Railroad Authority in January. The mailing list for the request for proposals is attached (Attachment 1).

Two proposals were received. They are from (1) Alcalde & Fay (Arlington, Virginia) and (2) Lockridge Grindal Nauen (Minneapolis). The Alcalde & Faye cost estimate was for \$8,000 per month monthly retainer in addition to out of pocket expenses. The Lockridge Grindal Nauen proposal cost estimate was \$2,000-3,000 per month.

Recommendation:

A contract is attached for your consideration. The contract would be with Lockridge Grindal Nauen at a total cost of \$ 86,971.08. The cost of the contract per year is:

\$28,137.84 for the period of July 1, 2003 to June 30, 2004
\$28,981.92 for the period of July 1, 2004 to June 30, 2005
\$29,851.32 for the period of July 1, 2005 to June 30, 2006

The contract also allows for the potential for an extension for up to two years.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY CONSULTANT SERVICES AGREEMENT

The following is an agreement dated _____, 2003 between **Lockridge Grindal Nauen P.L.L.P.**, 100 Washington Avenue South, Suite 2200, Minneapolis, Minnesota 55401 (hereinafter the "**CONTRACTOR**") and **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY**, a political subdivision of the State of Minnesota, (hereinafter "**RRA**").

I. Scope of Services

A. General

The successful proposer will provide written communication monthly or as needed year around to the RCRRA on Federal transportation legislative issues.

B. Project Tasks

1. Identify Federal transit legislative issues, including light rail, commuter rail, buses and high speed rail, that should come to the attention of the RCRRA such as but not limited to:
 - Develop Federal legislative positions for RCRRA consideration and work with the Minnesota Delegation to get these proposals enacted.
 - Identify demonstration grants of interest to RCRRA.
 - Apprise RCRRA of any Federal agency rules/developments that may impact the RCRRA
 - Arrange and participate in meetings with members of Congress for RCRRA Board and staff.
 - Work with the National Association of Counties (NACO) and other national associations to do joint lobbying and keep the RCRRA apprised as to what others are doing.
 - Be available for consultation with RCRRA, Director and Intergovernmental staff.
 - Attend and provide assistance and consultation to RCRRA attendees during NACO Legislative Conference in Washington, DC and the Transportation Alliance Fly In.
2. Provide legislative consultation on public relations, strategy and analysis.
3. Make oral presentations to the RCRRA as necessary.

4. Work with the Director to prepare written reports to RCRRA.
5. Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues.
6. Work with RCRRA to identify, develop and promote program proposals for which federal funding can be sought and secured.
7. Federal lobbyist is expected to work closely with the Minnesota Governor's federal lobbying staff as well as those federal agencies that the County interacts with such as the Federal Transportation Administration (FTA).

II. PAYMENT

CONTRACTOR shall receive the sum of Eighty-six thousand, nine hundred seventy-one dollars and eight cents (\$86,971.08) in monthly installments of: \$28,137.84 for the period of July 1, 2003 to June 30, 2004; \$28,981.92 for the period of July 1, 2004 to June 30, 2005; and \$29,851.32 for the period of July 1, 2005 to June 30, 2006 to be paid within 30 days of receipt by the RRA of a monthly claim form from the contractor.

III. GENERAL CONDITIONS

1. Non-assignability: The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.
2. Independent Contractor: In the performance of this agreement, the Contractor is an independent contractor, and neither it, its agents, employees, assigns or other persons, while engaged in the performance of any work or services required to be performed by the RCRRA under this agreement, shall be considered employees of Ramsey County. Nothing contained in this Agreement shall be construed as creating the relationship of co-partners, joint venturers or an association between RCRRA and Contractor.
3. Hold Harmless: The Contractor agrees to defend, indemnify and hold RCRRA, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, arising out of any act or omission on the part of the Contractor, or its subcontractors, partners or independent contractors any of their agents or employees in the performance of or with relation to, any of the work or services to be performed or furnished by the Contractor or the subcontractors, partners or independent contractors or any of their agents to employees, under the terms of this agreement.
4. Alteration: Any alteration, variation, modification or waiver of the provisions of this proposal shall be valid only after it has been reduced to writing and duly

signed by both parties. Any additions, deletions or modifications to this proposal will be made by written addendum only.

5. Insurance: Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under the contract, whether such operations be the Contractor or by any subcontractor, or anyone directly employed by them, or by anyone for whose acts anyone of them may be liable.

Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA.

A. Commercial General Liability Insurance

\$750,000 per occurrence

\$1,000,000 general aggregate

\$1,000,000 products/completed operations total

\$750,000 personal injury and advertising

- B. All policies are to be written as acceptable to the County's Risk Manager. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this agreement with the RCRRA; and 2) evidence of coverage shall be provided for three years beyond expiration of this agreement. Coverage shall include contractual liability coverage either on a blanket or specific basis to cover this agreement. RCRRA, its officials and employees, shall be listed as additional insured; a cross suits endorsement shall be provided to the benefit of the RCRRA. Coverage shall provide for deletion of the CCC exclusion or broad form property damage, and products and completed operations.

C. Workers' Compensation and Employer's Liability

Worker's Compensation benefits shall be per Minnesota Statute.

Employer's Liability shall be: \$500,000/\$500,000/\$500,000.

D. Professional Liability Insurance

Minimum limits: \$600,000 per claim, \$1,000,000 aggregate

- E. All Certificates of Insurance shall provide that the insurance company give the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in the policy.

- F. The above sub-paragraphs establish minimum insurance requirements, and is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this contract.

- G. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the County Risk Manager. Copies of insurance policies shall be submitted to the RCRRA upon request.
 - H. Nothing in this contract shall constitute a waiver by RCRRA of any statutory limits or exceptions on liability.
 - I. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A+.
 - J. On the Certificate, agent shall certify that the agency carries Error and Omissions coverage.
 - K. Limits for General and Professional Liability coverage will increase from \$750,000 to \$1,000,000 per occurrence, and from \$1,000,000 to \$2,000,000 in the aggregate, beginning on January 1, 2000.
6. Non-Conforming Services: The acceptance by the RCRRA of any non-conforming services under the terms of this agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this agreement. The rights and remedies of the RCRRA provided or referred to under the terms of this agreement are cumulative and not mutually exclusive.
7. Waste Reduction: The Contractor shall participate in recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.
8. Setoff: Notwithstanding any provision of this agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRA for damages sustained by the RCRRA by virtue of any breach of this Agreement by the Contractor. The RCRRA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRA from the Contractor is determined.
9. Equal Employment Opportunity: The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to

public assistance, sexual preference, disability or age. When required by law and requested by the RCRRA, the Contractor shall furnish a written affirmative action plan.

10. Termination:

With cause: The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this paragraph, it shall submit written notice to the Contractor specifying the extent of such suspension or termination under this paragraph, the reasons therefore and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

Without cause: The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days written notice thereof to the other party. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

11. Compliance with Applicable Law: The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency or such governmental rules, regulations and standards established by any agency or such governmental units, which are now and hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. Access to Documents

- A. The RCRRA, its authorized representative or the State Auditor shall have full access to all records relating to the performance of this Agreement.
- B. The Contractor agrees to maintain records relative to all services provided by it under the terms of this Agreement and shall retain all such documentation for six (6) years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon request of the RCRRA or its authorized representative.

13. Data Practices: All data collected, created, received, maintained or disseminated for any purpose in the course of Contractor's performance of this agreement is governed by the Minnesota Government Data Practices

Act, MN Stat. Ch 13, other applicable state statutes, any state rules adopted to implement the Act or other statutes and any federal statutes and regulations on data privacy. The Contractor agrees to comply strictly with these statutes, rules and regulations.

14. Conflict of Interest: The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict or interest become known to the Contractor, Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of the conflict and will advise the RCRRA whether Contractor will or will not resign from the other engagement or representation.
15. Interpretation of Agreement: Venue: This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County Ramsey, Second Judicial District, State of Minnesota.
16. Term: This Agreement shall be in force and effect from July 1, 2003 through June 30, 2006 or until earlier terminated by the parties hereto pursuant to this Agreement, or extended by the same parties for up to an additional two years.
17. Entire Agreement: This agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Rafael E. Ortega, Chair

Dated: _____

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

By: _____
Kathryn DeSpiegelaere, Director

Dated: _____

Approval recommended:

INSURANCE APPROVED:

Risk Management

APPROVED AS TO FORM:

David F. MacMillan
David F. MacMillan
Assistant County Attorney

FUNDS ARE AVAILABLE: _____

Account No. 12501 150101 00000 421501

Maureen Johnson
Budgeting & Accounting

LOCKRIDGE, GRINDAL, NAUEN
P.L.L.P.

By: [Signature]
Managing Partner

Dated: June 17, 2003

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

[Signature]
Authorized Signature

6/17/03
Date

Board Action Requested

Ratify Partial Payment No. 9 in the amount of \$110,823.90 to Metropolitan Council for Riverview Corridor transit improvements of bus shelters, lighting and benches for the period ending May 31, 2003.

ACTION IS REQUESTED

Request Justification

Ramsey County Regional Railroad Authority has contracted the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches. Payment in the amount of \$110,823.90 for the period ending May 31, 2003 will be issued upon approval by the Director of Ramsey County Regional Railroad Authority in accordance with contract provisions and Rail Authority Resolution No. 99-36. Payment documentation is being submitted for ratification in compliance with the latter.

See attached:

1. Proposed resolution ratifying payment
2. Accounts Payable forms and Partial Payment No. 9
3. Metropolitan Council Invoice No. NCV-2233 and attachments.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

June 24, 2003

Board Date

Kristine A. Longhenny
Signature

June 17, 2003

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional services of Metropolitan Council for the purpose of constructing Riverview Corridor transit improvements of bus shelters, lighting and benches; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through May 31, 2003; and

WHEREAS, submittal of invoices and payment documentation to the Rail Authority for ratification at the next scheduled meeting following staff approval of invoice documentation is required; and

WHEREAS, Metropolitan Council Invoice No. NCV-2233, Partial Payment No. 9 in the amount of \$110,823.90, attachments thereto, provide the correct documentation of payments due Metropolitan Council through May 31, 2003; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$110,823.90 for services rendered through May 31, 2003, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
Tony Bennett	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Bus Unit: RRA
Voucher ID: 00002236

VOUCHER
Purchase Order Voucher

Page No.
Run Date: 09.Jun.2003
Run Time: 8:56:04 AM

ort ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
09.Jun.2003	NCV-2233	30.May.2003	0000023268	METRO TRANSIT	ONL	LONGHEKR P		09.Jun.2003	U	Due Now

Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
\$110,823.90	\$0.00	560 6TH AVE N			MPLS	MN	55411

Group ID	Sales Tax	Pckp Ord Nbr
000467	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S	U	F	1099	PO Business Unit	PO Id	PO Type
	Professional Serv-Bal of PO 15	\$110,823.90		\$110,823.90		Y	Y	Y	N	RRA	0000000266	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	491306	12501	150180	00000			2002	G205004			\$110,823.90			N

Account Name: Other Governmental Units

Department Name: RCRRA-Proj/Grant

ent Comments-Check Stub

ice No. NCV-2233, dated 5/30/03
review Corridor Transit improvements for May, 2003

her Comments

are that the above material and/or services have been received, are for Ramsey County, allowed by law, and approved for payment.

Authorization

K. Helgeson

Date

6/10/03

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000023268
METRO TRANSIT
560 6TH AVE N
MPLS MN 55411
United States
Fax: 612-349-7763

Purchase Order	Date	Revision	Page
RRA - 0000000266	01/24/2003		1
Payment Terms	Freight Terms		Ship Via
Due Now	Origin PPD Allowed		US MAIL
From Date	To Date		
Buyer: RRA		Currency Code: USD	

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States
Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt?	Y	Tax Exempt ID:	99999999999999				
Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Professional Serv-Bal of PO	1.00	EA	1,627,197.78	1,627,197.78	01/24/2003
					Schedule Total	1,627,197.78	

Mfg ID

Item Total 1,627,197.78

Total PO Amount 1,627,197.78

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

INT #9

INVOICE

Please Remit To:
 Metro Transit
 Accounts Receivable
 560-6th Avenue North
 Minneapolis, MN 55411-4398

Page: 1
 Invoice No: NCV-2233
 Invoice Date: 05/30/2003
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 06/29/2003

Customer:
 RAMSEY CO. REGIONAL RR AUTHORITY
 ATTN: KATHRYN DESPIEGELAERE
 50 W. Kellogg Blvd. Suite 665
 St. Paul, MN 55102

AMOUNT DUE: \$ 110,823.90

\$ _____
 Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		RIVERVIEW COR	Riverview Corridor Bus Stop	1.00	EA	110,823.90	110,823.90
			RIVERVIEW CORRIDOR TRANSIT FACILITY IMPROVEMENTS				
			Contract #99-024 Project #63955				
			Reimbursement due to Metro Transit for costs of transit improvements per attached detail				
			Contact Steve Honigman with questions 612-349-7733				
SUBTOTAL:							110,823.90
TOTAL AMOUNT DUE :							\$ 110,823.90

Reviewed
MM 6/3/2003



Metro Transit

Internal Memorandum

DATE: June 3, 2003
TO: Files
FROM: Laurence R. Schumi 
SUBJECT: Project 63955 Riverview Corridor Bus Stop
Summary of Invoice (#9) Items, Invoice NCV-2233 dated 5/30/2003
Items related to Sub-Project CP06, Bus Stop Amenities

BACKGROUND

This report describes the charges being billed to Ramsey County through its interagency agreement #99024 with Metro Transit (Metropolitan Council) through the above referenced invoice.

Note that at the beginning of this project, for a short time, the bus stop amenities project and the special downtown shelters project shared the same sub-project number. Those earlier expenses have been identified and separated out. All future charges are being assigned to their appropriate sub-projects.

SUMMARY

See next page

cc: Current Invoice

Project 63955 Sub-Project CP06 Expense Notes

AP	DATE	FUND	ACCT	ORG	PROG	AMT	VOUCHER	GRP	VEND	REMARKS
AP0000331684	5/28/03	816	63210	43410	099	GrandTotal 110,823.90	00879871 00879837 00879869	MA3385	27633	Payments on 3 recent shelter deliveries.

	Key To Significant Entries:	
Account Number	63210	Acquisition, Shelters
Org(anization)	43410	Each department may have one or more of these #s 43410 is Engineering and Facilities Department
Sub Class	CP06	Riverview Corridor, Bus Stop Amenities sub-project
Vendor	27633	Duo-Gard
Fund	816	Fund number – represents (FTA) grant funds through I/A agreement #99024 (and 79236).

Any labor charges being billed were reviewed after each every-other-week pay period and signed off as part of internal review process.

NOTE: At beginning of this project the fund numbers and the sub-class numbers (sub-project numbers) were not yet given their final, specific assignments. These earlier charges for advertisements for requests for proposals are valid for what is now referred to as sub-project CP06 (Bus Stop Amenities) and Fund 816 (the FTA grant source).

AP Detail by Project ,Fund & Date

Journal	Acctg Date	Fund	Acct	Org	Program	Sub- Cls	Project/ Grant	Monetary Amount	Voucher	Group	Name	Vendor
AP00031684	2003-05-28	816	63210	43410	099	CP06	63955	35,720.10	00879871	MA3385	DUO-GARD INDUSTRIES	0000027633
AP00031684	2003-05-28	816	63210	43410	099	CP06	63955	37,551.90	00879837	MA3385	DUO-GARD INDUSTRIES	0000027633
AP00031684	2003-05-28	816	63210	43410	099	CP06	63955	37,551.90	00879869	MA3385	DUO-GARD INDUSTRIES	0000027633
63210 Total								110,823.90				

JH 8/3/03

7



INVOICE

INVOICE # 982

CUSTOMER # 517MBS

#2

Rec'd - 5/1/03 LRS

Duo-Gard Industries, Inc.

40442 Koppnick Road - Canton, MI 48187

(734) 207-9700 - (800) 872-4404

Fax (734) 207-7995

Fund 816 / 63955

BILL TO

Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411

Phone: 612-349-7696

SHIP TO

Metropolitan Council
Attn: Laurence Schumi/FMA
560b Sixth Avenue North
Minneapolis, MN 55411-4398

Contact: Larry Schumi

DATE 4/24/03	SHIP VIA Best Way	F.O.B. POINT	TERMS Net 30 Days
P.O. / CONTRACT # 0000065226	ORDER DATE	JOB # 3529-3549	OUR SALES ORDER # 636

QTY REQ.	QTY SHIP	ITEM NO	DESCRIPTION	UNIT PRICE	TOTAL
		S1B00000000	6' x 13' Type "E" - Bus Stop Shelter (cantilevered)	\$8,385.00	
		S2SANOBENCH	Green Aluminum Benches		
4.00		S1B00000000	6' x 13' Type "C" - Bus Stop Shelter	\$8,815.00	\$35,260.00
		S2SANOBENCH	Green Aluminum Benches		
		S4MINSTALLS	Installation Services - MBS - Training	\$1,750.00	

OK To Pay (+ Tax)

C3210 816 43410 099 CP06 C3955

Lafsch 5/22/03

RECEIVED
MAY 28 2003METRO TRANSIT
ACCOUNTS PAYABLE

REVIEW PROJ CODE AND FUND #

BY: [Signature] DATE 5/28/03

BILL TO RAMSEY RE Riverview
Corridor Improvements Project #6395

+ Use tax

2,291.90

MA 3385

We provide
more timely and accurate information to
the business community by sharing
our accounts receivable information with

Dun & Bradstreet

Reference No:

Subtotal	\$35,260.00
Sales Tax	
Total Invoice Amount	\$35,260.00
Payment Received	
TOTAL DUE	\$35,260.00

18

Fleetware (Txbase) ERP (Server: METC_FTHT54) - \\metc_txprod\appenzmd

File Edit View Tools Action DrillDown Window Help

Fleetware (TXbase) INDEX

Purchase Order

P O No: 0000065226

Status: AMMD
Revision: 12
Type: P

Vendor: 27633A DUO-GARD INDUSTRIES
Phone & Fax No.: 800-872-4404 734-207-7995

Ship To: 3410

PO Total: \$184,715.00

Ordered Date: 08/23/2002 10:12:59
Attention: Laurence Schum
Contact Name: MICHAEL ARVIDSON
Requisition No.: 000006248

Line	Blpo Line	Item No	Description	Manuf. No	Manufacturers Part No	Vendor Part No	Quantity	U M	Pricing	Unit Price	Line Total	Account	Fund	Cost Center	Program	SubClass	Project	Promised Date
1		M055	Victorian-Style Passenger Waking Shelter Type C per Specifica				16,000	EA	M	8,915.0000	141,040.00	63210	916	43410	099	CP06	63955	11/25/2002 00:00:00

Updated By: 10/23/2002 09:16:50
granca

Add Delete

Ready

4 only

MA 3385

9



INVOICE

INVOICE # 995

CUSTOMER # 517MB5

Duo-Gard Industries, Inc.

40442 Koppernick Road - Canton, MI 48187

(734) 207-9700 - (800) 872-4404

Fax (734) 207-7995

Fund 8/6

Revised 5/14/03

BILL TO

Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411

Phone: 612-349-7696

SHIP TO

Metropolitan Council
Attn: Laurence Schumi/FMA
560b Sixth Avenue North
Minneapolis, MN 55411-4398

Contact: Larry Schumi

DATE 5/5/03	SHIP VIA Best Way		F.O.B. POINT	TERMS Net 30 Days		
P.O. / CONTRACT # 0000065226		ORDER DATE	JOB # 3529-3549		OUR SALES ORDER # 636	
QTY REQ.	QTY SHIP	ITEM NO	DESCRIPTION		UNIT PRICE	TOTAL

S1B000000000

6' x 13' Type "E" - Bus
Stop Shelter (cantilevered)

\$8,385.00

S2SANOBENCH

Green Aluminum Benches

line 2

4.00

S1B000000000

6' x 13' Type "C" - Bus
Stop Shelter

\$8,815.00

\$35,260.00

S2SANOBENCH

Green Aluminum Benches

S4MINSTALLS

Installation Services -
MBS - Training

\$1,750.00

OK TO PAY (+TAX)

C3210 816 43410 099 CPOC 63955

816/63955

REVIEW PROJ CODE AND FUND #

BY: *[Signature]* DATE 5/13/03

BILL TO RAMSEY RE Riverview
Corridor Improvements Project #63955

We provide

more timely and accurate information to
the business community by sharing
our accounts receivable information with

Dun & Bradstreet

Reference No:

M-01R

RECEIVED

MAY 28 2003

METRO TRANSIT
ACCOUNTS PAYABLE

Use tax + 2,292.00

Subtotal \$35,260.00

Sales Tax

Invoice Amount \$35,260.00

Payment Received

TOTAL DUE

\$35,260.00

WE NOW ACCEPT VISA, MC, AMEX & DISCOVER CARDS

CUSTOMER

10

Purchase Order

P O No
0000065226

Status AMMD
Revision 12
Type P

Vendor: 27633A DUO-GARD INDUSTRIES
Phone & Fax No.: 800-872-4404 734-207-7995

Blpo No:
Ordered Date: 08/23/2002 10:12:59
Buyer: MAINT **Attention:** Laurence Schumi
Ship To Whs: 3410 **Contact Name:** MICHAEL ARVIDSON
PO Total: \$184,715.00 **Requisition No.:** 0000006248

Line 1 **Blpo Line** **Item No** M055 **Description** Victorian-Style Passenger Waiting Shelter Type C per Specifica
Type M **Manuf. No** **Manufacturers Part No** **Vendor Part No** **Inspect** **Hot Item** **Fixed Asset** **Correspondence** **Sole Source**
Status: AMMD

Updated By: 10/23/2002 09:16:50
Quantity 16.000 **U M** EA **Pricing** M **Unit Price** 8,915.0000 **Line Total** 141,040.00

Account 63210 **Fund** 816 **Cost Center** 43410 **Program** 099 **SubClass** CP06 **Project** 63955 **Promised Date** 11/25/2002 00:00:00

4 only

MA 385

11



INVOICE

#4

INVOICE # 1001

CUSTOMER # 517MBS

Rec'd
5/19/03
LKS

SCAN

Fund
8/6

Duo-Gard Industries, Inc.

40442 Koppernick Road - Canton, MI 48187

(734) 207-9700 - (800) 872-4404

Fax (734) 207-7995

BILL TO

Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411

Phone: 612-349-7696

SHIP TO

Metropolitan Council
Attn: Laurence Schumi/FMA
560b Sixth Avenue North
Minneapolis, MN 55411-4398

Contact: Larry Schumi

DATE 5/12/03	SHIP VIA Best Way	F.O.B. POINT	TERMS Net 30 Days		
P.O. / CONTRACT # 0000065226		ORDER DATE line 1-4 of 5	JOB # 3529-3549	OUR SALES ORDER # 636	
QTY REQ.	QTY SHIP	ITEM NO	DESCRIPTION	UNIT PRICE	TOTAL

4.00		S1B000000000	6' x 13' Type "E" - Bus Stop Shelter (cantilevered)	\$8,385.00	\$33,540.00
		S2SANOBENCH	Green Aluminum Benches		
		S1B000000000	6' x 13' Type "C" - Bus Stop Shelter	\$8,815.00	
		S2SANOBENCH	Green Aluminum Benches		
		S4MINSTALLS	Installation Services - MBS - Training	\$1,750.00	

REVIEW PROJ CODE AND FUND #

BY: AS DATE 5/28/03BILL TO RAMSEY RE Riverview
Corridor Improvements Project #63955

OK to Pay (+TAX)

C3210 816 43410 099 CPOK 63955

L. J. Sch 5/22/03

MA 3385

We provide
more timely and accurate information to
the business community by sharing
our accounts receivable information with

Dun & Bradstreet

Reference No:

RECEIVED

MAY 28 2003

METRO TRANSIT
ACCOUNTS PAYABLEUse
for
+2,180.10

Subtotal \$33,540.00

Sales Tax

Total Invoice Amount \$33,540.00

Payment Received

TOTAL DUE \$33,540.00

WE NOW ACCEPT VISA, MC, AMEX & DISCOVER CARDS

12

Fleetware (Tabase) ERP (Server: METC_FHTSS) - \\metc\TXPROD\appenzmd

File Edit View Tools Action DrillDown Window Help

Purchase Order

Purchase Order

Header Comments

Line Comments

P O No: 0000065226

Status: AMMD

Revision: 12

Type: P

Vendor: 27633A DUO-GARD INDUSTRIES

Phone & Fax No.: 800-872-4404 734-207-7995

BiPo No: Ordered Date: 08/23/2002 10:12:59

Buyer: MAINT Attention: Laurence Schum

Ship To Whs: 3410 Contact Name: MICHAEL ARVIDSON

PO Total: \$184,715.00 Requisition No.: 0000006248

Line	BiPo Line	Item No	Description	Manuf. No	Manufacturers Part No	Vendor Part No	Quantity	U M	Pricing	Unit Price	Line Total	Account	Fund	Cost Center	Program	SubClass	Project	Promised Date
1		M055	Victorian-Style Passenger Waiting Shelter Type E per Specifica				5.000	EA	M	8,385.0000	41,925.00	63210	816	43410	099	CP06	63955	11/25/2002 00:00:00

Inspect - ☐

Hot Item - ☐

Fixed Asset - ☒

Correspondence - ☒

Sole Source - ☐

Updated By: 10/23/2002 09:16:50

granco

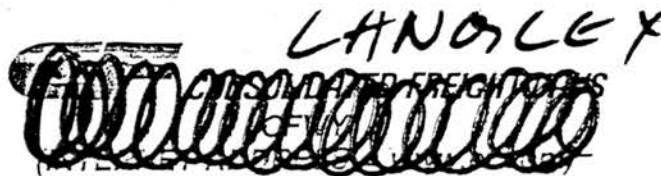
Add Delete

Ready

MA 3385

13

PLACE PRO LABEL HERE



STRAIGHT BILL OF LADING - SHORT FORM MEMORANDUM

CONSIGNEE (TO)
 ry Schumi
 tro Transit - Riverview
 ility Maintenance Admin.
) Sixth Ave. North
 Paul, MN 55101
) # 3529-3549 P.O. #0000065226

DATE 5-103	P.O. NO.	SHIPPER NO.
SHIPPER/CONSIGNOR (FROM) DUD-GARD INDUSTRIES INC		
Laurie 734 307 9700		
STREET 40442 KOPPERNICK RD		
CITY, STATE, ZIP CANTON MI 48107		

NO.	EMERGENCY RESPONSE NUMBER* (REQUIRED IF HM COLUMN MARKED)	ROUTE
-----	---	-------

(SUBJECT TO CORRECTION)

NUMBER OF PACKAGES	HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	WEIGHT (LBS)	CLASS or RATE REF. (For info. Only)	CUBE (Optional)
		400 LBS. 401.0/1 SETUPS OR SIMILAR SEATING ARTICLES K.D. IN PACKAGES ITEM 027880-02		100	
		Did not packing slip.			
		MA			
		Class call Joe Stocker			
		all (612) 290. 1917			
		offic (612) 349. 5438			
		3			

FREIGHT CHARGES TO ADDRESS CITY, STATE, ZIP	COD AMT:	REMIT TO:	FREIGHT CHARGES: (Check Proper Box) ☒ PREPAID ☐ COLLECT SINGLE SHIPMENT PICKUP ☐
	COD FEE: ☐ PPD ☐ COLL		
	CUSTOMER CHECK OK? ☐ YES ☐ NO		

(1) If the rate is dependent on value, shipper is required to declare value of property. The agreed or declared value of the property is hereby stated by the shipper to be not exceeding \$ _____

(2) Liability Limitation for loss or damage on this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).

Value is shown above, shipment is subject to the lowest actual or released value provided in NMFC 100 Series or CFMW 110 Series or other pricing agreements effective between Shipper and Carrier; shipments of household goods, personal effects or used articles are released to a value of \$10 per pound per piece; shipments originating in Canada are released to a value of Can \$2.00 per pound. Maximum liability for loss or damage to cargo is \$25.00 per pound per piece, subject to a maximum liability of \$100,000.00 per shipment, unless the shipper/consignor requests Excess Declared Value coverage provided herein.

(3) Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Sec. 2(e) of NMFC item 360.

Special Services Requested (Subject to additional charges provided in CFMW 110 Series, or other pricing agreements.)

- | | | | |
|--|---|---|---------|
| ☐ Guaranteed Delivery Service ("PrimeTime") - Shipments, moving via "CF PrimeTime" or "CF PrimeTime Air" are subject to special terms and conditions, including limitations of liability, not contained in this document. | ☐ Saturday/Sunday Pickup or Delivery | ☐ Proof of Delivery | MA 3385 |
| ☐ Shipper / Consignor hereby requests Excess Declared Value Coverage based on a declared value of \$ _____ | ☐ Lift Gate Service | ☐ Construction Site Delivery | |
| | | ☐ Inside Pickup or Delivery | |

SHIPPER CERTIFICATE: I CERTIFY THAT THE ABOVE-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED AND LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.

UNDERTAKING: I, the undersigned, being duly qualified to receive and deliver goods, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, stored as indicated above, which said carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any property, over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Bill of Lading set forth in the National Motor Freight Classification 100-X and successive issues.

SHIPPER CERTIFICATE: I, the undersigned, being duly qualified to receive and deliver goods, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, stored as indicated above, which said carrier agrees to carry to destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any property, over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Bill of Lading set forth in the National Motor Freight Classification 100-X and successive issues.

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CONSIGNOR
DUD-GARD INDUSTRIES INC

SIGNATURE
5-103

Signature of Consignor
 AUTHORIZED SIGNATURE
 DATE 5-5-03

TOTAL NUMBER OF PIECES RECEIVED
 TENDERED AS _____ PALLETS
☐ SAID TO CONTAIN ☐ CONTAINS
 PIECES/CARTONS AND

Duo-Gard Industries, Inc.
40442 Koppernick Rd.
Canton, MI 48187

Statement

Payment Due Date	New Balance	Past Due	Minimum Payment Due
See items below.	68,800.00	0.00	68,800.00
Account Number	Billing Date	Amount Enclosed	
3529-49	05/20/03		

☐ Check here for change of address/phone number. See reverse side.

METRO TRANSIT
560 SIXTH AVENUE NORTH
MINNEAPOLIS MN 55411

Hand 8/6

DUO-GARD INDUSTRIES, INC.
P O BOX 1564
ADRIAN MI 49221

MENT COUPON: Please detach and return with payment.

Account Number	Credit Limit	Billing Date	Past Due	Payment Due Date	Minimum Payment Due
29-49	N/A	05/20/03	0.00	See items below.	68,800.00
Date	Document Number	Description	Due Date	Amount	Balance/ Open Credit
5/5/03	995	Beginning Balance			0.00
5/12/03	1001	Sale 0000065226	6/4/03	35,260.00	35,260.00
		Sale 0000065226	6/11/03	33,540.00	33,540.00

amount preceded by a minus (-) sign is a credit or a credit balance unless otherwise indicated.

0 - 30	68,800.00
31 - 60	0.00
61 - 90	0.00
91 - 120	0.00
Over 120	MA 338 5.00
Open Credit	0.00

TICE: See reverse side for important information

Account Summary

Previous Balance	(-) Payments	(-) Other Credits	(+) Purchases	(+) Misc Fees	(+) Finance Charges	(+) Other Debits	(=) New Balance
0.00	0.00	0.00	68,800.00	0.00	0.00	0.00	68,800.00
Annual Percentage Rate	Monthly Periodic Rate	Amount at Which Rates Change	Computation Method	Minimum Finance Charge	Balance Subject to Finance Charge	Payment Term	
0.00 % 0.00 %	A 0.00 % B 0.00 %	N/A	N/A	N/A	0.00		

DUO-GARD INDUSTRIES: To report billing errors, write to address; calling will not preserve your rights.

Duo-Gard Industries, Inc.
Box 1564
Adrian, MI 49221

CUSTOMER SERVICE: For account information call:

Duo-Gard Industries, Inc.
Ken Ziroll/Jacqueline
734-207-9700

PAYMENTS:

Make checks payable to:

Duo-Gard Industries, Inc.
P O Box 1564
Adrian, MI 49221

Business Codes

mc: 012
cc: 3529-49

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